



Tri-County Consortium Meeting

August 26, 2024

2:00pm – 4:00pm

359 Bill France Blvd., Daytona Beach, FL 32114

In-Person

Attendees: Commissioner Feltner, Councilman Johansson, Commissioner O-Brien

Agenda

To facilitate and be the catalyst for workforce development services that are responsive to the employment needs of Brevard, Flagler and Volusia Counties

Call to Order	<i>Commissioner Feltner</i>	<u>Page No.</u>
Roll Call	<i>Ann Lesizza</i>	
Introductions		
Action Items:	<i>Commissioner Feltner</i>	
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Informational Items		
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D. Executive Director’s Report (No Brief)		
Public Comment (3 min)		
Consortium Member Comments	<i>All Members</i>	
Adjourn – Commissioner Feltner		

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise CareerSource Brevard Flagler Volusia at least 48 hours prior to the meeting by contacting Holly Paschal at (321) 394-0507. Persons who are hearing or speech impaired can contact Holly Paschal through the Florida Relay Service by dialing 7-1-1

Upcoming Meetings:

Tri-County Consortium Meeting

July 1, 2024

MINUTES

Members in Attendance: Commissioner Rob Feltner, Councilman Jake Johansson, and Commissioner Donald O'Brien Jr.

Call to Order: 2:03 PM

Introductions were given for those in attendance.

Action Items:

A. Election of Vice-Chair

The Tri-County Interlocal Agreement, Article III Consortium Members Section 3.3, states that for the first year of the agreement, the Chair shall be from Brevard County and the Vice-Chair shall be chosen from Flagler or Volusia by a simple majority vote.

Recommendation

Decide which consortium member shall be Vice-Chair for the period of July 1, 2024 – June 30, 2025.

Action

Motion to approve Councilman Johansson as Vice-Chair of the Tri-County Consortium made by Commissioner O'Brien and seconded by Councilman Johansson. Motion passed unanimously.

B. Consortium Member Length of Term

Marci Murphy specified that the Tri-County Interlocal Agreement, Article III, 3.2, states that members of the Consortium shall serve for fixed and staggered terms of two (2) years with the exception described herein. The initial Consortium appointments shall be staggered between one (1) and two (2) year terms. The one-year term would be July 1, 2024 – June 30, 2-25 and the two-year term would be July 1, 2024 – June 30, 2026.

Recommendation

Decide which consortium member will serve one and two-year appointments.

Action

Motion to approve Commissioner O'Brien to serve for one year term and Commissioner Feltner and Councilman Johansson to serve a two-year term made by Commissioner O'Brien and seconded by Councilman Johansson. Motion passed unanimously.

C. CSBFV Board Membership Nominations

Approve by unanimous vote each nominee to serve on the CareerSource Brevard Flagler Volusia Board of Directors.

Recommendation

Commissioner Feltner suggested to inform the Board of Directors of their length of term in office. Councilman Johansson suggested to make a recommendation to approve all appointments for each of the three counties for each membership category at once.

Nominations to fill the 20% Labor Organization/Community Based Organization (CBO) requirements:

Brevard

Sean Beal (Labor Union Seat) – Two Years. International Brotherhood of Electrical Workers (IBEW) Local 2088, Business Manager/Financial Secretary; **Arthur Hoelke** (Labor Management Apprenticeship Program Seat & Business Seat) – Two Years. Knights Armament Company, General Manager/VP; **Amar Patel** (CBO – Serving Persons with Disabilities) – One Year. Brevard Achievement Center, President/CEO.

Flagler

Erica Flores – (CBO - Serving Persons with Disabilities) - Two Years. Vincent’s Clubhouse, Executive Director.

Volusia

Elizabeth Albert (Labor Union Seat) – Two Years. Volusia United Educators, President; **Savannah-Jane Griffin** (CBO – Serving Persons with barrier to employment) – Two Years. The Neighborhood Center of West Volusia, Executive Director.

Action

Motion to approve **Sean Beal, Arthur Hoelke, Erica Flores, Elizabeth Albert, and Savannah-Jane Griffin** to serve a two-year term, and **Amar Patel** to serve a one-year term made by Councilman Johansson and seconded by Commissioner O’Brien. Motion passed unanimously.

Nominations to fill Government/Economic/Community Development:

Brevard

Lynda Weatherman – (EDO Seat) – Two Years. EDC of Florida’s Space Coast, President/CEO; **Wayne Olson** – (Vocational Rehabilitation Seat) – One Year. Department of Education Division of Vocational Rehabilitation, Area Director.

Volusia

Lou Paris – (EDO Seat) – Two Years. Volusia County Government, Director of Economic Development.

Action

Motion to approve **Lynda Weatherman and Lou Paris** to serve a two-year term, and **Wayne Olson** to serve a one-year term made by Councilman Johansson and seconded by Commissioner O’Brien. Motion passed unanimously.

Nominations to fill Education and Training:

Brevard

Dr. Sandy Handfield – (State College Seat) – Two Years. Eastern Florida State College, Associate Vice President, Academic Affairs; **Colleen Browne** – (Private Education Provider Seat) – One Year. Keiser University, Campus President.

Flagler

Renee Kirkland – (School System Administering Adult Education Seat) – Two Years. Flagler Technical College, Flagler County Schools, Director.

Volusia

Amy Locklear – (State College Seat) – Two Years. Daytona State College, Executive Vice President/Provost; **Tyler Sirois** – (Private Education Provider Seat) – Two Years. Embry-Riddle Aeronautical University, Vice President for External Affairs & Strategic Initiatives.

Action

Motion to approve **Dr. Sandy Handfield, Renee Kirkland, Amy Locklear, and Tyler Sirois** to serve a two-year term, and **Colleen Browne** to serve a one-year term made by Councilman Johansson and seconded by Commissioner O'Brien. Motion passed unanimously.

Nominations to fill Business Seats (51% or more):

Brevard

Mary Jane Brecklin – Healthcare – One Year. HealthFirst, System Vice President, HR; **Nuno Mana** - Construction – Two years. Acadian Contractors Inc., East Coast Regional Manager; **Lloyd Gregg** – Aerospace – One Year. PTX Engineering Services, VP Workforce Development; **Michael Menyhart** – Small Business – Manufacturing – One Year. Migrandy Corporation, President. **Cordell Rolle** – Small Business – IT – One year. Rolle IT, LLC, CEO. **Eva Rey**– Construction- Two Years. The Viera Company, Senior Vice President, Community Management & Communications.

Flagler

Greg Blose – Small Business - Business/Professional - One Year, Palm Coast – Flagler Regional Chamber of Commerce, President & CEO.

Volusia

Sara Dougherty – Small Business – Manufacturing – One Year. Dougherty Manufacturing and Solace Boats, Owner; **John Guthrie** – Healthcare – Two Years. Halifax Health, Vice President of Corporate Communications, Executive Director of Health Communities; **Corrine Heck** – Small Business – IT – One Year. Details Flowers, LLC, CEO/Founder; **Ken Phelps** – Small Business – Business/Professional – One Year. Daytona Regional Chamber of Commerce, Vice President of Resource Development; **Ian Shinnick** – Business/Professional – One Year. Brown & Brown Insurance, Senior Vice President; **John Wanamaker** – Small Business – Construction – One Year. Coldwell Banker Commercial AI Group, Broker/Owner; **Jason Parker** – Healthcare Manufacturing – One Year. B. Braun Medical, Inc., GM/VP.

Action

Motion to approve **Nuno Mana, Eva Rey, John Guthrie** to serve a two-year term, and **Mary Jane Brecklin, Lloyd Gregg, Michael Menyhart, Cordell Rolle, Greg Blose, Sara Dougherty, Corrine Heck, Ken Phelps, Ian Shinnick, John Wanamaker, and Jason Parker** to serve a one-year term made by Councilman Johansson and seconded by Commissioner O'Brien. Motion passed unanimously.

D. CareerSource Brevard Flagler Volusia (CSBFV) By-Laws

Marci Murphy explained that after the initial agenda packet when out, the Bylaws have been edited. Page five has been edited and states that “Consortium members and alternatives shall not be eligible for appointment to the Board of Directors”.

Motion to approve changes on page five made by Councilman Johansson and seconded by Commissioner O'Brien. Motion passed unanimously.

Motion to approve changes made to the Bylaws on page six with the first edit being, A Director may resign at any time by giving written notice with an effective date to the “Consortium”, and the second edit as “The Consortium may remove a director with or without recommendation of the Board” made by Councilman Johansson and seconded by Commissioner O’ Brien. Motion passed unanimously.

Motion to approve changes made to the Bylaws on page seven with the following change, “The Executive Director” shall assure that CSBFV properly notices all meetings in compliance with Florida Government in the Sunshine Law made by Councilman Johansson and seconded by Commissioner O’ Brien. Motion passed unanimously.

Motion to approve changes made to the Bylaws on page ten with the changes being, The Executive Director will be reviewed annually by the Executive Committee and the Executive Director’s salary and bonuses will be “proposed” by the Executive Committee “and approved by the Consortium”, subject to the limitations on the payment of salary and bonuses as described in WIOA sec. 194(15) and 2 CFR § 200.430, made by Councilman Johansson and seconded by Commissioner O’ Brien. Motion passed unanimously.

Motion to approve changes made to the Bylaws on page 11 with the changes being, “The Executive Committee:”

- May not remove existing officers or Board Directors or elect new officers “(authority to do so is reserved to the Consortium)”.
- May not adopt, repeal, or amend these Bylaws or Articles of Incorporation “(authority to do so is reserved to the Consortium)”.
- May not amend the budget or adopt programs except when time requirements clearly do not permit action by the full Board or the Consortium, “as applicable”, without unduly restricting needed services to the constituency it serves. Motion made by Councilman Johansson, and seconded by Commissioner O’ Brien. Motion passed unanimously.

Action

Motion to approve CareerSource Brevard Flagler Volusia Board of Directors Bylaws as amended made by Commissioner O’Brien and seconded by Councilman Johansson. Motion passed unanimously.

E. CSBFV Budget PY24-25

Review and approve the proposed Program Year 2024-2025 Budget in Attachment 2.

Recommendation

CSBFV CFO, Yvonne Kobrin presented the budget for the PY 2024-2025, and stated that the budget is at a level of \$15,914,340 based on preliminary funding estimates.

Councilman Johansson requested an explanation of the budget cuts from CFO Yvonne Kobrin. Commissioner O’Brien then inquired about the increase in indirect costs for the year. Kobrin clarified that the uptick was attributed to significant legal and accounting expenses arising from the consolidation process but assured that such costs are not expected in the upcoming program year.

Councilman Johansson also sought more details regarding the infrastructure and maintenance costs as well as IT and Network expenses, questioning the reasons behind the reduction compared to the previous year. Jeff Witt, the VP of IT and Facilities, explained that all normal operations are being

maintained. He attributed the savings to consolidation efforts and suggested that there could be further savings as the consolidation process progresses.

Action

Motion to approve the Budget for Program Year 2024-2025 made by Commission Johansson and seconded by Councilman O'Brien. Motion passed unanimously.

F. CSBFV Executive Director's Contract

Marci Murphy stated that Attachment 3 shows the Compensation Review from HRCC, and Attachment 4 is the Executive Director's Employment Contract.

Councilman Johansson made an edit to paragraph 14a, which now reads, Employee may terminate this contract upon ninety (90) days written notice of resignation to CSBFV "and Consortium". Shannon Wilson, Brevard County Attorney suggested adding in section **21 Notices**, each county address. Motion to approve Executive Director's contract as amended made by Councilman Johansson and seconded by Commissioner O'Brien. Motion passed unanimously.

G. Process to Hire Legal Council

Marci Murphy informed that in the Tri-County Interlocal Agreement, Article IV, 4.6, it states, "The Consortium shall approve a process for the LWDB to select general counsel for the new entity. Designation or change of general counsel shall require unanimous approval by the Consortium." Marci Murphy handed out a copy of CareerSource's procurement policy. Marci recommended Widerman Malek Attorney's At Law as general counsel due to the fact that they have been used over the past 6 months to assist in the Interlocal Agreement, Bylaws, Employment Contract and Dissolution documents for CareerSource Brevard.

Action

Motion to approve Widerman Malek Attorneys at Law as general Counsel for CareerSource Brevard Flagler Volusia made by Councilman Johansson and seconded by Commission O'Brien. Motion passed unanimously.

Action

Motion to approve the usage of CareerSource Brevard Flagler Volusia's procurement process to select general counsel made by Councilman Johansson and seconded by Commission O'Brien. Motion passed unanimously.

H. Insurance Requirements

Policies were signed between Bowen, Milette & Britt of Florida, LLC for the period of June 1, 2024, to June 1, 2025, to cover CareerSource Brevard Flagler Volusia.

Recommendation

CSBFV recommends continuation of these Insurances with any modifications determined by the Consortium, to go into effect June 1, 2025.

Flagler County Attorney, Al Hadeed recommended the Tri-County Consortium members be included in the General Liability Insurance to incorporate the Directors and Officers. Marci Murphy stated that she will research to ensure the Directors and Officers are included and will present at the next Tri-County Consortium meeting in August.

Action

Motion to approve the Insurance Policies between Bowen, Miclette & Britt of Florida, LLC for CareerSource Brevard Flagler Volusia for the period of June 1, 2024, to June 1, 2025, with modifications around general liability insurance for Consortium Members, to be incorporated (if it wasn't before) and reported back at the next consortium, made by Councilman Johansson, and seconded by Commission O'Brien. Motion passed unanimously.

Public Comments: Al Hadeed made a comment that the lawyers participated in the consolidation on a weekly basis and stated that it is an amazing feat to be able to do everything that has been done to date. Commissioner Feltner suggested that future meetings should have a section for a board report. Marci Murphy agreed to have the CareerSource Brevard Flagler Volusia (CSBFV) Board Chair create a report to be sent to the Tri-County Consortium.

Councilman Johansson thanked everyone for their participation and for maintaining the high level of service that Volusia Flagler provides and stated that the Volusia County board selections were made carefully and that he would like for the counties to move forward and be agile together. Councilman Johansson asked to be carbon copied when the new board of directors are emailed their confirmation that they've been approved to serve on the board.

Marci Murphy explained that the first CSBFV Board of Directors meeting will be longer than usual due to the mandatory board training.

Commissioner O'Brien stated that he had concerns upon initially learning of the consolidation, but he now believes that Flagler County has been well recognized and thanked the Executive Director, Marci Murphy for her professionalism and stated that he liked the selection of the board members and the expertise that they bring. He also stated he is glad where we're at and looking forward to the future.

Commissioner Feltner stated he appreciates Marci Murphy's leadership and thanked Shannon Wilson for traveling to Volusia County for this meeting.

I. Future Meetings

In the Tri-County Interlocal Agreement, Article IV Consortium Members Section 4.7, it states "The Consortium shall meet from time-to-time as it deems necessary and appropriate, but not less than twice per year, to conduct business as may be necessary." These meetings will be in-person.

Recommendation

The Executive Director recommends the following meeting location:
CareerSource Brevard Flagler Volusia, Daytona Beach Administrative Location
359 Bill France Blvd. Daytona Beach, FL 32114

The Executive Director recommended four more meetings due to the nature of Florida's workforce system, and in-line with CareerSource Brevard Flagler Volusia Board of Directors meetings. Meetings will be scheduled in August, November, February, and May; the Consortium members agreed.

Upon motion and vote, the Board adjourned at 2:59 p.m.

ATTEST:

{Signature on file} 07/08/2024
Holly Paschal, Secretary to the Board Date

{Signature on file} 07/12/2024
Commissioner Rob Feltner, Chair Date
Tri-County Consortium
CareerSource Brevard Flagler Volusia



August 26, 2024

Action Brief

Waiver Request to Modify Allocation Requirement for ITAs

Background

Section 445.003(3)(a)1, Florida Statutes (F.S.) mandates that at least 50 percent of the Title I Workforce Innovation and Opportunity Act (WIOA) Adult and Dislocated Worker funds passed through to Local Workforce Development Boards (LWDBs) be allocated to Individual Training Accounts (ITAs).

CareerSource Brevard Flagler Volusia (CSBFV) is seeking approval to submit a waiver request to the state, to reduce the mandated allocation of the Title I WIOA Adult and Dislocated Worker funds to ITAs, from 50 percent to 35 percent. CareerSource has requested and been given a 30% waiver since 2018. This request is driven by several key factors, including the consolidation of Regions 11 and 13, which has considerably expanded our service area and temporarily increased overhead and facility expenses. CSBFV is working to streamline operations and reduce costs as we continue to consolidate and increase efficiencies.

This request outlines how specialized grants such as the Florida Atlantic Workforce Alliance grant (FAWA) and the Hurricane Ian National Dislocated Worker grant, has lessened the reliance on standard WIOA funding for ITA-supported training, making it harder to reach the 50 percent benchmark. Additionally, this requirement could limit CSBFV's ability to provide immediate employment assistance to the most in-need job seekers, including those requiring comprehensive support services and the older workforce population. Without this waiver, CSBFV risks being unable to serve long-term unemployed and harder-to-serve populations as effectively.

If approved, the waiver is limited in duration to one year and will remain in effect for the 2024-2025 program year. Waiver requests for subsequent program years must be submitted annually before July 1 of the program year for which the waiver is being requested.

Recommendation

CSBFV recommends approval of the submission of the waiver request to the state (See Attached Waiver). This approval will allow the organization to focus our resources and funding where needed most.

Action

Approve the Individual Training Account waiver request of 35% through the state.



August 27, 2024

Adrienne Johnston
President
CareerSource Florida
P.O. Box 13179
Tallahassee, FL 32317

Subject: Waiver Request to Modify Allocation Requirement for ITAs under Section 445.003(3)(a)1, Florida Statutes (F.S.)

Dear Ms. Johnston:

CareerSource Brevard Flagler Volusia (CSBFV) respectfully seeks approval to reduce the requirement stated in Section 445.003(3)(a)1 of the Florida Statutes (F.S.), which currently mandates that at least 50 percent of the Title I Workforce Innovation and Opportunity Act (WIOA) Adult and Dislocated Worker funds allocated to Local Workforce Development Boards (LWDBs) be directed to Individual Training Accounts (ITAs). We respectfully request a reduction of this requirement to 35 percent.

Please see the attached supporting documentation outlined in CareerSource Florida's Administrative Policy 074: Individual Training Account Expenditure Requirements and Waiver Request Process, detailed below.

If you have any questions, please contact James Watson, Chief Operating Officer at jameswatson@careersourcebfv.com or (321) 394-0511.

Sincerely,

Marci Murphy
Executive Director,
CareerSource Brevard Flagler Volusia



Statutory and/or Regulatory Requirements to be Waived:

Section 445.003(3)(a)1, Florida Statutes (F.S.) mandates that at least 50 percent of the Title I Workforce Innovation and Opportunity Act (WIOA) Adult and Dislocated Worker funds passed through to Local Workforce Development Boards (LWDBs) be allocated to Individual Training Accounts (ITAs). CareerSource Brevard Flagler Volusia (CSBFV) is requesting a waiver to reduce this requirement to 35 percent.

1. LWDB 27 Local Budget for ITAs

Program Year 24/25 WIOA Adult/DW Training Budget: \$3,105,834	
Occupational Skills Training	\$661,459
Other WIOA Specified Training	\$95,819
Supportive Services	\$49,759
Other - Work Exp & Internships	\$180,005
Training Program Management	\$19,284
Training Case Management	\$100,000
Total	\$1,106,326

2. Local strategies and staff employed to increase access to training for customers and to enroll customers in training.

Increasing training opportunities: Through the consolidation of Regions 11 and 13, we can now offer our job seekers a wider range of local training opportunities across the three-county region, including state colleges, private education institutions, and area training providers. CSBFV will use this opportunity to connect and engage with both new and existing providers, so that we can understand the breadth of available training opportunities and identify potential new programs that can equip our labor force with the necessary skill sets. This consolidation will not only expand the number of training providers available to all three counties, but enable us to reach additional job seekers, particularly those facing barriers to completing training programs.

Increased support of Registered Apprenticeships and additional forms of work-based training: Investing in registered apprenticeship programs (RAPs) is a strategic move that will significantly enhance CSBFV's ability to meet training expenditure requirements. These programs provide a structured pathway for individuals to gain valuable on-the-job training while earning wages. In addition to RAPs, CSBFV will work to increase support for work-based training opportunities



such as the Florida FAME program, a two-year program that combines paid on-the-job training, with college coursework; allowing them to earn an associate's degree in engineering technology. CSBFV supports these training programs through ITAs, OJTs, and training related supportive services, to ensure the individual can successfully complete these programs. By expanding our support for these forms of work-based training, we not only create more opportunities for workforce entry but also ensure that a larger portion of our resources are allocated to training activities. This dual benefit helps us move closer to achieving the 50 percent training expenditure requirement, while simultaneously building a highly skilled workforce that meets the needs of our new workforce region.

3. Local strategies to limit the ongoing need for a waiver.

Reduction of labor costs: CSBFV is working to reduce labor costs and increase efficiencies, to limit the ongoing need for an ITA expenditure requirement waiver. As we consolidate, we are actively working to uncover redundancies and streamline our operations to make the best use of our existing staff. One of our key strategies is to cross-train our staff to cover multiple roles. This approach not only helps us manage staffing deficiencies during periods of turnover but also enhances our overall operational efficiency. By equipping our employees with diverse skill sets, we can ensure that essential functions are maintained without the need to hire additional personnel, thus reducing staff costs.

Reduction of infrastructure costs: With our recent consolidation, CSBFV now occupies a total of six one-stop career centers and two administrative offices throughout Brevard, Flagler, and Volusia counties. Of the 67 counties in Florida, Volusia is ranked #10 in land mass size and Brevard #15. Spanning over 120 driving miles from north to south and a combined land area of more than 2,602 square miles (U.S. Census Bureau, 2020), it is essential to maintain our six job centers to ensure uninterrupted service to our customers. Over the past 5 years our WIOA formula funds have decreased by 32%, and WTP funds have decreased by 20.8%, while infrastructure costs continue to rise. This results in substantial overhead costs, which significantly impacts the portion of our budget needed to maintain adequate career centers for such a vast geographical area. As CSBFV continues consolidating and forming new processes, we are working to streamline operations, lower facility costs as leases expire, and reduce duplicative administrative expenses. This includes reevaluating physical workspaces needed as staff increasingly performs job functions remotely, both in our administrative offices and throughout our job centers.



4. Lack of demand for each authorized training service.

Impact of Targeted Grants on Regional Training Demand: CSBFV has observed a decrease in demand for Adult and Dislocated Worker training due to funding from specialized grants such as the Florida Atlantic Workforce Alliance (FAWA), the Hurricane Ian National Dislocated Worker Grant (NDWG), the Opioid Recovery grant, and others. In addition to supporting specialized training initiatives, these grants have been crucial in preventing staff layoffs and downsizing, helping support our labor costs amidst significant reductions in our core funding sources. While these grants have enhanced our ability to offer specialized training, they have inadvertently made it more challenging to meet the 50 percent requirement, as these grants cover areas that would otherwise be supported by WIOA Adult and Dislocated Worker funds. This has resulted in a diversion of funding from traditional WIOA programs to grant funding. For example, over the past two program years, grant funding has accounted for 49% of Occupational Skills Trainings and Other WIOA Specified Trainings in program year 2023/2024, and 46% in program year 2022/2023 (Data derived from Power BI, 2024, CSBFV).

Immediate Employment Assistance: Not all job seekers require traditional training programs, many need immediate employment assistance and wraparound services rather than formal training programs. This is particularly important for our hardest-to-serve populations who might benefit more from comprehensive support services rather than training alone. The diversion of resources from other workforce programs to meet the 50 percent training mandate can limit our ability to allocate funds where they are most needed to support both immediate employment and long-term career development.

5. The financial impact on the provision of client services.

According to the U.S. Bureau of Labor Statistics (BLS June 2024), the number of long-term unemployed rose by 166,000 to 1.5 million in June, accounting for 22.2 percent of all unemployed people. Additionally, as we experience low unemployment rates, we continue to see more of the harder to serve job seeker population walking through our center doors. A 50 percent training requirement will significantly challenge our ability to effectively serve our long-term unemployed and harder-to-serve job seekers in the following ways:

Meeting Comprehensive Support Needs: Allocating 50 percent of our resources to training programs, while crucial for skill development, reduces funding for essential services like career counseling, personalized job search assistance, and wrap-



around services. These services are vital for overcoming prolonged unemployment, especially for job seekers facing barriers such as lack of recent work experience. Many of these individuals require supportive services like uniforms, transportation assistance, and childcare to support their employment rather than training. However, the emphasis on training can divert resources from addressing these comprehensive support needs, including intensive case management, which involves regular follow-ups and tailored job search assistance for the long-term unemployed.

Supporting the Growing Older Workforce Population: In program year 2023/2024, 54% of job seekers entering our career centers were 45 years of age or older, with 35% being 55 years of age or older. As the aging workforce grows, so does the need for more intensive support to help them navigate the job market. These individuals often face challenges, including age discrimination and the need to learn how to effectively use the latest job search platforms and technologies to remain competitive in the job market. Redirecting resources to meet training requirements limits our ability to provide the specialized assistance older job seekers need for successful reintegration into the workforce.

Rob Feltner
Brevard County Commissioner/
County Consortium Chair/
Chief Elected Official

Lloyd Gregg
Board Chair
CareerSource Brevard Flagler Volusia

Date

Date



August 26, 2024

Action Brief

Memorandum of Understanding and Infrastructure Funding Agreement

Background

Code of Federal Regulations 20 CFR 678.500(d) and 20 CFR 678.755(c) and Workforce Innovation and Opportunity Act (WIOA) Section 121 require Local Workforce Development Boards, with agreement of Chief Elected Official for the local area, to develop and enter into the Memorandum of Understanding and Infrastructure Funding Agreement with one-stop partners as defined in WIOA 121(c).

The Agreement aims to solidify the collaborative efforts between CSBFV and its Partners in workforce training, employment, and economic development. It outlines the necessary actions to maintain compliance with federal & state regulations and the efficacy of the One-Stop service system. It is designed to streamline resources, prevent service overlap, and ensure the efficient delivery of workforce services across Brevard, Flagler, and Volusia Counties, under the guidance of LWDB 27. It also establishes a financial framework to support the services and operational costs of the American Job Center (AJC) One-Stop service delivery system, recognizing that joint funding is essential for an integrated service delivery model.

The MOU-IFA will be in effect for three years, with annual updates to the budget, cost schedule, and partner contributions. Annual modifications will not require Chief Elected Official's approval or signature unless a substantial change occurs, such as adding a partner or removing a partner.

Recommendation

We are requesting your approval and execution of the Program Year 2024-2027 Memorandum of Understanding and Infrastructure Funding Agreement (MOU-IFA). This document reflects our shared dedication to workforce development, as mandated by the Workforce Innovation and Opportunity Act of 2014. The MOU-IFA is designed to enhance the One-Stop service delivery system, a central feature of the Act, ensuring a coordinated approach across various activities and services.

The parties involved have agreed to coordinate their efforts and perform the activities detailed in the MOU-IFA, adhering to the legislative requirements that govern each entity's programs, services, and agencies.

Action

Review, and approve the MOU-IFA for distribution to all parties for full execution and implementation.

**MEMORANDUM OF UNDERSTANDING AND INFRASTRUCTURE FUNDING AGREEMENT
OF THE ONE-STOP DELIVERY SYSTEM
BY AND BETWEEN BREVARD WORKFORCE DEVELOPMENT BOARD, INC. d/b/a
CAREERSOURCE BREVARD FLAGLER VOLUSIA AND PARTNERS**

I. PARTIES

This Memorandum of Understanding (MOU) and Infrastructure Funding Agreement (IFA), hereinafter referred to as “Agreement”) is made pursuant to Rehabilitation Act of 1973, 29 U.S.C. §721(a)(11) and the Workforce Innovation and Opportunity Act of 2014 (“the Act”), and is executed between **Brevard Workforce Development Board, Inc. d/b/a CareerSource Brevard Flagler Volusia (CSBFV)**, the American Job Center network **Partners (Partners)** listed herein, and the **Chief Elected Official (CEO)**; collectively referred to as the “**Parties**” to this MOU.

II. PURPOSE

The Workforce Innovation and Opportunity Act of 2014 is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its one-stop delivery system. The one-stop delivery system assures coordination between the activities authorized in and linked to the Act.

The purpose of this Agreement is to describe the cooperative workforce training, employment, and economic development efforts of CSBFV and its Partners, and the actions to be taken by each to assure the coordination of their efforts in accordance with state issued requirements to establish and maintain an effective and successful one-stop delivery system.

This Agreement is intended to coordinate resources, prevent duplication, ensure effective and efficient delivery of workforce services through the Local Workforce Development Board in Brevard, Flagler, and Volusia Counties (Region 27), and establish a financial plan, including terms and conditions, to fund the services and operating costs of the American Job Center (AJC) one-stop delivery system. The Parties to this Agreement agree that joint funding is a necessary foundation for an integrated service delivery system.

In addition, this Agreement will establish joint processes and procedures that will enable the Partner to integrate with the current one-stop delivery system resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services to persons with disabilities within Region 27.

The Parties to this document agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the Parties' respective programs, services, and agencies.

The [Vision](#), [Mission](#), [System Structure](#), [Terms and Conditions](#), [One-Stop Operating Budget](#), and [Infrastructure Funding Agreement](#) outlined herein reflect the commitment of the Parties to their job seeker and business customers, as well as to the overall Region 27 community.

A. Vision

Empower Region 27 employers, individuals, and communities to prosper and grow the region's economy through a workforce development system that is inherently customer-centered, seamless, and effective.

B. Mission

To establish a workforce system that provides data-driven and employer-validated talent solutions

through the integration of education, workforce, and economic development resources across systems.

III. One-Stop Delivery System Structure

A. Career Centers

CareerSource Brevard Flagler Volusia, Region 27, has six American Job Centers, also known as career centers, that are designed to provide a full range of assistance to job seekers and businesses under one roof. Established under the Workforce Investment Act of 1998 and continued by the Workforce Innovation and Opportunity Act, the centers offer a comprehensive array of services designed to match talent with opportunities.

Brevard County		
Titusville Career Center (Comprehensive) 3880 S. Washington Ave., Ste. 214, Titusville 32780 Sally Patterson, Center Manager	Rockledge Career Center (Comprehensive) 295 Barnes Boulevard, Rockledge 32955 Julie Berrio, Center Supervisor	Palm Bay Career Center (Comprehensive) 5275 Babcock St., NE, Suite 8B, Palm Bay 32905 Linda Hadley, Center Manager
(321) 504-7600 Monday–Thursday 9:00 am–6:00 pm Friday 8:00 am–5:00 pm		
Flagler County		
Palm Coast Center 20 Airport Road, Suite E Palm Coast, FL 32164 Marc Thompson, Deputy Director, Workforce Operations & Partnership 386-586-5169 Monday-Friday 8am-12pm & 1pm-4pm		
Volusia County		
Daytona Beach Center (Comprehensive) 359 Bill France Blvd. Daytona Beach, FL 32114 Jamie Newcomb, Center Manager 386-323-7001 Monday-Friday 8am-4pm	Orange City Center (Comprehensive) 846 Saxon Blvd. Orange City, FL 32763 Maritza Perez, Center Manager 386-561-9550 Monday-Friday 8am-4pm	

B. Chief Elected Official

Brevard County Board of County Commissioners is designated as the Brevard County Chief Elected Official ("Brevard CEO"), the Flagler County Board of County Commissioners is designated as the Flagler County Chief Elected Official ("Flagler CEO") and the Volusia County Council is designated as the Volusia County Chief Elected Official ("Volusia CEO") (individually, each "chief elected official" a "CEO"); and pursuant to the WIOA and the Florida WIOA (collectively, "the Acts"), the Brevard CEO, Flagler CEO and Volusia CEO may execute an Agreement that specifies the respective roles of each CEO within the multi-jurisdictional region/Local Area and defines the scope of this relationship and respective roles and responsibilities, as provided in the Interlocal agreement found on the CareerSource Brevard Flagler Volusia Website (<https://careersourcebrevard.com/who-we-are/doing-business-with-us/current-contracts/#:~:text=Interlocal%20Agreement>).

C. Partners

Required Partners with Programs Available in Region 27

CareerSource Brevard Flagler Volusia

Performance Oversight / Technical Direction
 Caroline Joseph-Paul, Sr. Managing Director
 295 Barnes Blvd., Rockledge, FL 32955
 321-394-0650
 cpaul@careersourcebfv.com

Notices and Contract Assistance
 Amberstar Bush, Operations Manger
 297 Barnes Blvd., Rockledge, FL 32955
 321-394-0535
 abush@careersourcebfv.com

Mode of Delivery

On-Site: Palm Coast, Daytona Beach, Orange City, Titusville, Palm Bay, Rockledge

Programs offered include:

1. WIOA Adult, Dislocated Worker, and Youth
2. Temporary Assistance for Needy Families (TANF)
3. Supplemental Nutrition Assistance Program (SNAP)
4. Trade Adjustment Assistance (TAA) Program
5. Employment services authorized under the Wagner-Peyser Act
6. Jobs for Veterans State Grants (JVSG) - LVER & DVOP
7. Ticket to Work

Career Services offered include:

1. Occupational Skills Training
2. Individual Training Accounts
3. On-The-Job Training
4. Customized Training
5. Employed Worker Training
6. Supportive Services
7. Career Planning and Counseling
8. Follow-up Services

Employer Services offered include:

1. Business Services
2. Recruitment assistance for employers
3. Scheduling, screening, and testing for employers

Program Authority

WIOA Title I – Adult, Dislocated Worker, and Youth Programs; Wagner-Peyser Act (29 U.S.C. 49 et seq.) as amended by WIOA title III; Chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.); Part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), under 20 CFR 678.405(b); Chapter 41 of title 38, U.S.C. / WIOA 121(b)(1)(B)(viii); State unemployment compensation laws (in accordance with applicable Federal law); Indian and Native American Programs (INA), WIOA sec. 166, 29 USC 3221.

Florida Department of Education, Division of Vocational Rehabilitation

Brevard County:

Wayne Olson; Area Director
 Wayne.Olson@vr.fldoe.org
 407-893-5657

Flagler & Volusia Counties:

Nakiesha Thompson; Area Supervisor
 Nakiesha.thompson@vr.fldoe.org
 904-365-2674

Mode of Delivery

On-Site: Rockledge, Palm Bay, Titusville

CAREER CENTER	SELECT TO REQUEST EXCLUSIVE SPACE	NUMBER OF STAFF IN CENTER	TOTAL HOURS PER WEEK IN CENTER	TOTAL FTE
Rockledge CC	<input type="checkbox"/>	1	1	0.025
Titusville CC	<input type="checkbox"/>	1	1	0.025
Palm Bay CC	<input type="checkbox"/>	1	1	0.025

Mode of Delivery

On-Site: Daytona Beach, Orange City

CAREER CENTER	SELECT TO REQUEST EXCLUSIVE SPACE	NUMBER OF STAFF IN CENTER	TOTAL HOURS PER WEEK IN CENTER	TOTAL FTE
Daytona Beach CC	<input type="checkbox"/>	1	4	0.1
Orange City CC	<input type="checkbox"/>	1	4	0.1

Programs & Services Offered:

1. Disability assessment
2. Job training
3. College and vocational school
4. Medical assistance
5. Vocational evaluation
6. Supported employment and job coaching
7. Vocational Counseling

Programs & Services Offered:

1. Pre-Employment Transition Services
2. General and Supported Employment Services
3. Self-Employment and Supported Self-Employment
4. Ticket to Work (SSA)
5. Deaf, Hard of Hearing and Deaf Blind Services
6. Independent Living Program
7. Business Relations Services

Program Authority

Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.) as amended by WIOA title IV, (other than section 112 or part C of title I of such Act (29 U.S.C. 732, 741))

Florida Department of Education; Division of Blind Services

Audrey Turner
 Audrey.turner@dbs.fldoe.org
 321-634-3680

Mode of Delivery

On-Site: Rockledge, Daytona Beach, Palm Coast

CAREER CENTER	SELECT TO REQUEST EXCLUSIVE SPACE	NUMBER OF STAFF IN CENTER	TOTAL HOURS PER WEEK IN CENTER	TOTAL FTE
Daytona Beach CC	<input type="checkbox"/>	1	8	0.2
Palm Coast CC	<input type="checkbox"/>	1	4	0.1
Rockledge CC	<input type="checkbox"/>	1	4	0.1

Services included:

1. Vocational Training
2. Job Placement
3. On-The Job Training Orientation and Mobility Training
4. Independent Living Skills Training
5. Career Counseling and Guidance
6. Low Vision Aids and Appliances

Programs Include:

1. Blind Babies
2. Older Blind
3. Vocational Rehabilitation
4. Children
5. Pre-Employment Transition
6. Independent Living

Program Authority

Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.) as amended by WIOA title IV, (other than section 112 or part C of title I of such Act (29 U.S.C. 732, 741))

Adult Education and Family Literacy Act (AEFLA) programs

Brevard Adult Community Education

Lorri Benjamin, Director
 1225 Clearlake Rd.
 Cocoa, FL 32922
 321-633-3660
 Benjamin.lorri@brevardschools.org

Daytona State College

Dr. Amy Locklear; Executive Vice President
 1200 W. International Speedway Blvd.
 Daytona Beach, FL 32114
 (386) 506-3079
 Amy.Locklear@DaytonaState.edu

Mode of Delivery: Brevard

On-Site: Titusville

CAREER CENTER	SELECT TO REQUEST EXCLUSIVE SPACE	NUMBER OF STAFF IN CENTER	TOTAL HOURS PER WEEK IN CENTER	TOTAL FTE
Titusville CC	<input type="checkbox"/>	1	25	0.625

Programs offered include:

1. English for Speakers of Other Languages (ESOL)
2. General Education Degree (GED)

Mode of Delivery: Volusia

On-Site: Orange City

CAREER CENTER	SELECT TO REQUEST EXCLUSIVE SPACE	NUMBER OF STAFF IN CENTER	TOTAL HOURS PER WEEK IN CENTER	TOTAL FTE
Orange City CC	<input type="checkbox"/>	1	1	0.025

Programs offered include:

1. GED Prep Program
2. GED Prep Program for Underage Students
3. English for Speakers of Other Languages (ESOL)

Flagler Technical College

Renee Kirkland, Director
 5400 E State Rte 100, Palm Coast, FL 32164
 (386) 447-4345
 kirklandr@flaglerschools.com

Mode of Delivery: Flagler

Direct Link: Crosswalk Referral, Direct Line, Web-based Communication

Programs offered:

1. GED Preparation
2. Adult Basic Education (ABE)
3. English for Speakers of Other Languages (ESOL)
4. Applied Academics for Adult Education

Program Authority

Adult Education and Literacy (WIOA 121(b)(1)(B)(iii)) Title II

Career and Technical Education Programs

Eastern Florida State College

Frank Margiotta, Dean, CTE
 3865 N. Wickham Road,
 Melbourne, FL 32935
 (321) 433-7380
 margiottaf@easternflorida.edu

Mode of Delivery:

Direct Link: Crosswalk Referral, Direct Line, Web-based Communication

Programs Offered:

1. Aviation
2. Aerospace
3. Business
4. Chemical Technology
5. Computer Drafting & Technology
6. Cyber Security
7. Engineering Technology
8. Education and Training

Daytona State College

Dr. Amy Locklear; Executive Vice President
 1200 W. International Speedway Blvd.
 Daytona Beach, FL 32114
 (386) 506-3079
 Amy.Locklear@DaytonaState.edu

Mode of Delivery:

Direct Link: Crosswalk Referral, Direct Line, Web-based Communication

Programs Offered:

1. Automotive Collision Repair & Refinishing
2. Automotive Service Technology
3. Building Trades & Construction Design Technology
4. CNC Machining
5. HVAC
6. Welding Technology

- 9. Health Science & Human Services
- 10. HVAC
- 11. Welding Technology

Flagler Technical College

Renee Kirkland, Director
 5400 E State Rte 100,
 Palm Coast, FL 32164
 (386) 447-4345
 kirklandr@flaglerschools.com

Mode of Delivery:

Direct Link: Crosswalk Referral, Direct Line, Web-based Communication

Programs offered include:

1. Architecture And Construction
2. Education and Training
3. Health Science
4. Human Services
5. Transportation, Distribution, And Logistics

Program Authority

Carl D. Perkins Career and Technical Education Act of 2006 (Perkins IV), (20 U.S.C. 2301 et seq.)

Senior Community Service Employment Program (SCSEP)

AARP Foundation

Stacy Benzera
 17 East Hibiscus Blvd.,
 Melbourne, FL 32901
 321.956.1444
 sbenzera@aarp.org

Mode of Delivery: Brevard & Volusia

Direct Link: Crosswalk Referral, Direct Line, Web-based Communication
 On-Site: Rockledge

CAREER CENTER	SELECT TO REQUEST EXCLUSIVE SPACE	NUMBER OF STAFF IN CENTER	TOTAL HOURS PER WEEK IN CENTER	TOTAL FTE
Rockledge CC	<input type="checkbox"/>	1	25	0.625

Programs & Services Offered:

1. Individual Employment Plan (IEP) development
2. Specialized Training
3. Supportive Services

Program Authority

Title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.)

Job Corps

Adams & Associates, Inc.

Sophia McCall
 3050 NW 183rd Street
 Miami Gardens, FL 33056
 (305) 626-7800

The National Caucus and Center on Black Aging, Inc (NCBA)

Linda Fegins, Program Manager
 101 Century 21 Drive Suite 105 A
 Jacksonville, FL 32216
 (904) 900-5011
 lfegins@myncba.com

Mode of Delivery: Flagler & Volusia

Direct Link: Crosswalk Referral, Direct Line, Web-based Communication

Programs & Services Offered:

1. Individual Employment Plan (IEP) development
2. Specialized Training
3. Job Skills Training
4. First Aid and Safety Training
5. Job Seeking Skills
6. Consumer Information

Mccall.sophia@jobcorps.org

Mode of Delivery

Direct Link: Crosswalk Referral, Direct Line, Web-based Communication

Programs & Services Offered:

- | | |
|---|--|
| <ol style="list-style-type: none"> 1. Career Training 2. Academic Training 3. Tuition-Free Housing | <ol style="list-style-type: none"> 4. Meals 5. Basic Health Care 6. A Living Allowance 7. Career Transition Assistance |
|---|--|

Program Authority

WIOA Title I – Job Corps (29 USC 2881-2900, 29 USC 2901)

Community Services Block Grant (CSBG) programs

Bevard County Housing & Human

Services

Ian Golden, Director
2725 Judge Fran Jamieson Way,
Viera, FL 32940
(321) 633-2007
Ian.Golden@brevardfl.gov

Volusia County Community Assistance

Carmen Hall, Director
110 W Rich Ave,
DeLand, FL 32720
(386) 736-5955
chall@volusia.org

Mode of Delivery

Direct Link: Crosswalk Referral, Direct Line,
Web-based Communication

Mode of Delivery

Direct Link: Crosswalk Referral, Direct Line,
Web-based Communication

Programs & Services Include:

1. Rent/Mortgage Assistance
2. Electric Assistance
3. Water Bill Assistance
4. Tuition Assistance
5. Childcare Assistance

Programs & Services Include:

1. Family Self-Sufficiency Program
2. Rent/Mortgage Assistance
3. Electric Assistance
4. Water Bill Assistance
5. Dental Assistance
6. Indigent Cremations
7. Social Worker in the Library

Program Authority

Community Services Block Grant (CSBG) (42 USC 9901 et seq.)

VII. Terms and Conditions

A. Term

This MOU shall commence on **July 1, 2024**, regardless of the date of signature, and remain in effect through **June 30, 2027**. The Parties agree to review annually the infrastructure costs and partnership services for accuracy. A Party wishing to withdraw from this MOU may do so at any time by providing a 30-day written notice of termination to the other Parties. Notwithstanding the above, this MOU may be modified at any time by mutual written consent of all Parties.

B. PROVISION OF SERVICES

Brevard Workforce Development Board, Inc. is designated as the administrative entity by the Brevard County Board of County Commissioners, Flagler County Board of County Commissioners, and the Volusia County Council (collectively the Chief Elected Official) as the grant recipient, administrative entity, and fiscal agent for Region 27.

1. CareerSource Brevard Flagler Volusia’s Commitment:

- a. Review this Agreement annually and solicit feedback from the Partner regarding improvements, changes and/or additions.
- b. Coordinate with Partners to provide access to workforce services and programs through the one-stop delivery system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the one-stop delivery system.
- c. Maintain and operate at least one comprehensive career center within the local workforce development area that must be open to the general public for walk-in service a minimum of eight hours per day during regular business days, Monday through Friday (excluding recognized holidays and emergencies).
- d. Coordinate with Partners to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the one-stop delivery system.
- e. Provide screening, testing and employment assistance as appropriate.
 1. All applicable screening and test results will be jointly shared between Partners and CSBFV.
 2. All adult participants, or duly authorized guardians, will sign joint release of information consent forms for duly enrolled in programs where funding is provided.
 3. All youth participants under 18 years of age will have a duly authorized parent or guardian sign joint release of information consent forms for duly enrolled in programs where funding is provided.
- f. Coordinate with the Partner for the funding of the infrastructure costs of the one-stop delivery system career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any infrastructure funding mechanism requirements issued by the State of Florida. Funding will occur at the state level through the Florida Department of Commerce (FDC) for disbursement to the local area workforce boards.
- g. Provide an area for Partners' meetings and/or co-location as space permits.
- h. Model CareerSource Brevard Flagler Volusia core values and maintain a professional working environment.
- i. Abide by all its policies, rules, and procedures and applicable Florida statutes and rules.
- j. Lead Partner meetings in strategic planning for career center activities and staff team meetings.
- k. Plan and conduct facility safety drills for fire, tornado, hurricane evacuation situations, etc. to include the provision to all occupants with information about facility safety issues.
- l. Enforce dress standards through the career center Partner management team.

- m. As the duly authorized agent, CSBFV agrees to satisfy the requirements of 34 CFR 361.505 and 34 CFR 361.720.
- n. Facilitate and maintain collaboration, cooperation, and ongoing communication with CSBFV and Partners. The Career Centers' (CSCC) Managing Director, and Center Managers, Site Managers, or designee, shall serve as the primary points of contact and have responsibility for oversight of the conduct of all center occupants and their operations.

2. Partners' Commitment:

Each Partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement.

- a. Joint planning, policy development, and system design processes. Partner will coordinate with CSBFV to provide access to its workforce services and programs through the one-stop delivery system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the one-stop delivery system.
- b. Effective communication, information sharing, and collaboration with the one-stop operator. Partner will coordinate with CSBFV to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the one-stop delivery system.
- c. Leveraging of resources including other public agency and non-profit organization services. Coordinate with CSBFV for the funding of the infrastructure costs of the one-stop delivery system career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any infrastructure funding mechanism requirements issued by the State of Florida. Funding will occur at the state level through the Florida Department of Commerce (FDC) for disbursement to the local area workforce boards.
- d. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the one-stop delivery system.
- e. The use of common and/or linked data management systems and data sharing methods, as appropriate. Provide CSBFV with monthly outcome numbers for performance data tracking.
- f. Commitment to the joint goals, strategies and performance measures. Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction. Provide feedback to CSBFV management regarding the performance of the partnership, including its effectiveness and success.
- g. Participation in scheduled Partners' meetings to exchange information in support of the above and encourage program and staff integration. Participate in career center periodic meetings to provide updates on the Partners' programs and procedures to CSBFV staff.
- h. Inform CSBFV career center Manager/Supervisor of any conflicts and/or grievances, who shall consult with the CSBFV management and appropriate supervisors in the resolution

of such conflicts and grievances as needed. If not resolved at the local level, formal grievances may be filed using the CSBFV grievance policy found at www.careersourcebfv.com.

- i. Adhere to policies of non-discrimination and accessibility for people with disabilities.
- j. Partners have ultimate responsibility to ensure its employees conduct themselves in a professional and business-like manner while working within the career centers.
 - 1. Partners' staff shall adhere to the career centers' dress code.
 - 2. Partners' staff shall communicate any changes to their regular work schedule with the career center's Center Manager, or designee, in a timely manner, so as to allow for adequate time to plan alternative customer scheduling.
 - 3. Partners are responsible for notifying scheduled customers of the changes.

VIII. METHODS OF INTERNAL REFERRAL

Internal cross-referral procedures will be developed and/or reassessed based upon availability of funding, services, and program need, to ensure that high quality and convenient services are available to potentially eligible customers of the one-stop delivery system.

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. To facilitate such a system, Partner agrees to:

1. Establish and maintain a profile in the Crosswalk Agency referral portal, found at www.https://crosswalkrs.com/ to allow Partners' team members from any location to refer jobseekers in need of employment and training services. CSBFV staff will utilize this portal to refer universal customers for assistance.
2. Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners' programs represented in the local American Job Center network;
3. Develop materials summarizing their program requirements and making them available for Partners and customers;
4. Provide a paragraph regarding the description of Partners' programs and services with website link to organization/entity to be placed on CSBFV website;
5. Develop and utilize common intake, eligibility determination, assessment, and registration forms;
6. Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs;
7. Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
8. Commit to robust and ongoing communication required for an effective referral process, and
9. Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

IX. CONFIDENTIALITY OF RECORDS

In the event that a Party to this Agreement obtains access to any records, files, or other information in connection with, or during the performance of this Agreement, then that party shall keep all such records, files or other information confidential, and shall comply with all laws and regulations concerning the confidentiality of such records, files or other information to the same extent as such laws and regulations apply to the other Party.

X. DATA SHARING

CSBFV may provide employment services to individuals participating in a Partner's programs and aggregated information to assist the Partner in its evaluation of the effectiveness of programs as it relates to the employment of individuals who have participated in the Partner's programs. The Partner will utilize this information for tracking Return on Investment (ROI). All data received will remain confidential and CSBFV will only allow those employees who have a legitimate need to access the information with access to the personally identifiable information provided by the Partner.

The Parties agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customer's interaction with the integrated system and allows information collected from customers at intake to be captured once.

The Partners further agrees that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partners acknowledges that the execution of this Agreement, by itself, does not function to satisfy all requirements.

All data, including customer PII, collected, used, and disclosed by the Partner will be subject to the following:

1. Customer PII will be properly secured in accordance with CSBFV's policies and procedures regarding the safeguarding of PII.
2. The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws.
3. All confidential data contained in the UI wage records must be protected in accordance with the requirements set forth in 20 CFR Part 603.
4. All personal information contained in VR records must be protected in accordance with the requirements set forth 34 CFR 361.38.
5. Customer data may be shared with other programs, for those program's purposes, within the American Job Center network only after the informed written consent of the individual has been obtained, where required.
6. Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
7. All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)).

All career center staff and Partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.

XI. INFRASTRUCTURE COSTS

Costs of the infrastructure of the one-stop delivery system career centers will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements.

The goal of the operating budget is to develop a funding mechanism that:

1. Establishes and maintains the local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area,

2. Reduces the duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness),
3. Reduces duplication by establishing data sharing as it relates to participant records for outcome information,
4. Reduces overhead costs for any one Partner by streamlining and sharing financial, procurement, and facility costs, and
5. Ensures costs are appropriately shared by determining contributions based on the proportionate use of the one-stop delivery system career centers and relative benefits received and requiring all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

The Partners consider the one-stop operating budget the master budget necessary to maintain the high standard One-Stop delivery system. The master budget includes infrastructure costs, additional services, and shared services as required by WIOA and its implementing regulations.

All costs included are allocated to each Partner's proportionate use and relative benefits received and will be reconciled on an annual basis. Costs are transparent and negotiated among all Partners on an equitable basis to ensure costs are shared appropriately. All Partners negotiate in good faith and seek to establish outcomes that are reasonable and fair.

XII. THE ONE-STOP OPERATING BUDGET AND COST ALLOCATION METHODOLOGY

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the one-stop delivery system career centers. This plan identifies all costs associated with operating the local AJC one-stop system, as outlined in **Attachment A – One-Stop Operating Budget**.

All required Partners agree to provide access to their programs in the comprehensive career centers and contribute to the infrastructure costs. Partners will have staff co-located in the center (on a full or part-time basis) or will provide access via direct linkage as outlined in **Attachment B – Partners On-Site Representation Schedule** and will fund the infrastructure costs based on a percentage of the Partner's annual full-time equivalency (FTE). Costs included are allocated according to Partner's proportionate use and relative benefits received and will be reconciled on an annual basis.

Required Partners who have not elected to have staff co-located in the AJC will utilize a "direct linkage" that will allow customers to connect with Partner's program staff to access services. Cross-trained Career Center staff and other physically co-located partner staff can assist in providing information and referrals to direct-linkage Partners. Partners utilizing direct linkage must contribute to the infrastructure cost equivalent to a minimum of 0.1 FTE or 4 hours per week (1 FTE is equivalent to 40 hours/week).

CareerSource Brevard Flagler Volusia selected the FTE cost allocation base to determine overall Partner contributions. This was done in an effort:

1. To remedy the imbalance on non-physically represented Partners, and
2. To comply with the requirement of Partners' contributions having to be in proportion to the Partners' use of the Career Center and relative benefit received.

A. PARTNERS' CONTRIBUTION

The Partners' contribution cost determination is based on all costs associated with the operation

of the AJC as described above in **Attachment B – Partners On-Site Representation Schedule**. These amounts vary based on each Partner’s election to have their representatives in the career center(s) on a full or part-time basis, or not have their representatives in the career center(s) but offer a technology option to serve customers.

B. FUNDING TYPES AND SOURCES

The permissible types of funds used for infrastructure costs and additional cost of operating a local one-stop delivery system (i.e. Partner’s program or administrative funds) may differ depending upon the Partner’s programs authorizing law and implementing regulations. The funds that may be used also differ based on whether the amount that must be contributed by a Partner for infrastructure costs is determined under the Local Funding Model or the State Funding Model. For more information, a copy of the TEGl 17-16: Infrastructure Funding of the one-stop delivery system can be found at: https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=4968.

1. Types

Funding for infrastructure costs and additional costs may be in the form of:

- a) Cash, Non-Cash, or Third-Party In-Kind Contributions;
 - 1) Cash – Funds provided to CSBFV or its designee by the Partners, either directly by interagency transfer, or by third party.
 - 2) Non-Cash - Expenditures incurred by one-stop Partners on behalf of the one-stop, or Non-Cash contributions, goods or services contributed by the Partner and used by the one-stop.
 - 3) Third-Party In-Kind - Contributions of space, equipment, technology, non-personnel services, or other items to support infrastructure costs associated with one-stop operations, by a non-one-stop partner that supports the one-stop in general or the proportionate share of the one-stop infrastructure costs of a specific partner according to [20 CFR 678.720; 20 CFR 678.760, 34 CFR 361.720; 34 CFR 361.760; 34 CFR 463.720; and 34 CFR463.760.]
 - 4) Funding from philanthropic organizations or other private entities; or
 - 5) Other alternative financing options as described in WIOA sec. 121(c)(2)(A)(ii) and 20 CFR 678.715, 34 CFR 361.715, and 34 CFR 463.715.

Some Partners’ programs may have statutory or regulatory prohibitions against using certain types of these contribution or on how the program may treat these contributions for fiscal accountability purposes under the respective program’s requirements. The value of non-cash and third-party in-kind contributions must be fairly evaluated in accordance with the Uniform Guidance at 2 CFR 200.306.

2. Sources

The source of funds that may be used to pay for infrastructure costs depends on the requirements regarding use of funds under the law authorizing the Partner’s program that is contributing the funding. The infrastructure funding may be from funds classified as administrative, program, or both, depending on the partner program’s requirements.

C. COST RECONCILIATION

All Parties agree that an annual reconciliation of budgeted and actual costs and update of the allocation bases will be provided for review. CSBFV will submit invoices to the Partners annually and will send a copy of the updated budget to all Parties. Partners will communicate any disputes with costs in the invoice or the budget in writing. CSBFV will review disputed cost items, and when necessary, revise the invoice and the adjusted budget upon resolution of the dispute.

One-stop delivery system infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the career center, including, but not limited to: rental of the facilities; utilities and maintenance; equipment, including assessment-related products and assistive technology for individuals with disabilities; and, technology to facilitate access to the one-stop delivery system, including technology used for the center's planning and outreach activities. This may also include the costs associated with the development and use of the common identifier (i.e., American Job Center signage) and supplies, as defined in Uniform Guidance at 2 CFR 200.94, to support the general operation of the career center (WIOA sec. 121 (h)(4) and 20 CFR 678.700(a), and 34 CFR 446.700(a)).

Non-personnel costs are costs that are not compensation for personnel costs. For example, technology-related services performed by vendors or contractors are non-personnel costs and may be identified as infrastructure costs if they are necessary for the general operation of the career center. Such costs would include service contracts with vendors or contractors, equipment, and supplies.

Personnel services include salaries, wages, and fringe benefits of the employees of Partners programs or their sub-recipients, as described in 2 CFR 200.430 & 200.431 of the Uniform Guidance. For example, allocable salary and fringe costs of partner program staff who work on information technology systems (e.g., common performance and reporting outcomes) for use by the career center as a whole would be personnel costs. The costs of a shared welcome desk or greeter directing employers and customers to the services or staff that are available in that career center is a personnel expense. These costs, therefore, could not be included in infrastructure costs but are included in "additional costs."

All Parties to this Agreement recognize that infrastructure costs are applicable to all required Partners, whether they are physically located in the career center or not. Each Partners' contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received; consistent with the Partner programs authorizing laws and regulations and the Uniform Guidance. A partner planning form for all anticipated contributions is outlined on each Partner's **Attachment C – Partner Reconciliation Planning Form AND Signature Page**.

XIII. STEPS UTILIZED TO REACH CONSENSUS

The agreement process among CareerSource Brevard Flagler Volusia and its Partners was a collaborative effort, ensuring that all parties were in consensus with the terms set forth in this Agreement. The allocation bases, as part of the Infrastructure Funding Agreement (IFA), were carefully selected to reflect the most suitable approach for all involved. By gathering data on anticipated usage, CSBFV was able to propose initial contribution amounts that were acceptable to the Partners. Furthermore, the establishment of mechanisms for future expense review and reconciliation was agreed upon as defined herein.

XIV. AMENDMENTS, MODIFICATIONS, AND TERMINATION

Neither this Agreement nor any provision hereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by each of the parties to this Agreement sent via certified U. S. Mail. This Agreement may be terminated for convenience at any time by any Party upon thirty (30) days written notice.

XV. MERGER

This Agreement constitutes and expresses the entire and integrated understanding and

agreement between the Parties hereto, superseding, incorporating and merging all prior understandings, agreements, and discussions relating to the transactions contemplated hereby, and no agreements, understandings, prior negotiations, prior discussions, warranties, representations or covenants not herein expressed shall be binding upon the Parties.

XVI. THIRD PARTY BENEFICIARY

The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the Parties intend to directly or substantially benefit a third party by this Agreement. The Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement.

XVII. GOVERNANCE AND DISPUTE RESOLUTION

The accountability and responsibility for the one-stop delivery system's organizational activity and accomplishments will rest with CSBFV, its Board of Directors, and the Chief Elected Official. Pursuant to the Act, CSBFV shall conduct oversight with respect to the one-stop delivery system. Any dispute concerning this Agreement will be resolved in accordance with CSBFV's Grievance/Complaint and Hearing/Appeal Process.

If an issue arises involving this Agreement, the Parties will make every effort to reach a resolution in a timely and efficient manner. A Party may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the Parties, the issue and the resolution will be documented in writing.

If not resolved, the issue and the efforts to resolve will be documented and forwarded to the Executive Director of CSBFV, the Chief Elected Official, and the Director of the Partner organizations. A joint decision shall be issued within 60 calendar days of receipt.

If dissatisfied with the decision, the dispute may be filed with the State of Florida Department of Commerce (FDC) and the Commissioner of the Department of Education (DOE) to review concerns and determine resolution. FDC and DOE may remand the issue back to the Executive Director of CSBFV, the Chief Elected Official, and to the Director of the Partner organization or impose other remedies to resolve the issue.

XVIII. MONITORING

CSBFV or its designated staff, officials from the State and Local administrative entities, the U.S. Departments of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure that:

1. Federal awards are used for authorized purposes in compliance with law, regulations, and State policies,
2. Those laws, regulations, and policies are properly enforced,
3. Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness,
4. Outcomes are assessed and analyzed periodically to ensure that performance goals are met,
5. Appropriate procedures and internal controls are maintained, and record retention policies are followed, and
6. All MOU terms and conditions are fulfilled.

All parties to this Agreement should expect regular fiscal and programmatic monitoring to be conducted by each of the above entities, as appropriate.

XIX. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

All Parties to this Agreement certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits to participate in any WIOA Title I-financially assisted program or activity based off discrimination described in the written assurances detailed in the following Titles, Sections, and Subsections of the Code of Federal Regulations. The Parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations ([29 CFR Part 38](#); Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

XX. INDEMNIFICATION

All Parties to this Agreement recognize the partnership involves various levels of government, not-for-profit, and for-profit entities. Each Party to this Agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Partner assumes any responsibility for any other Party, State, or non-State for the consequences of any act or omission of any third party. The Parties acknowledge CSBFV, and the one-stop operator have no responsibility and/or liability for any actions of the partner's employees, agents, and/or assignees. Likewise, the Parties have no responsibility and/or liability for any actions of CSBFV its employees, its agents, or its officers or the one-stop operator, its employees, its agents, or its officers.

XXI. SEVERABILITY

Should any provision of this Agreement, as set forth herein be declared illegal or unenforceable by any court of competent jurisdiction, such that it cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

XXII. ASSIGNMENT

CSBFV and Partners each bind its respective entity and its successors, legal representatives, and assigns to the other Party to this MOU, and to the partners, successors, legal representatives, and assigns of such other Party, and in respect to all covenants of this MOU; and neither CSBFV nor Partner shall assign nor transfer their interest in this MOU without the prior written consent of the other Party.

XXIII. INDEPENDENT CONTRACTOR

It is agreed by the Parties that, at all times and for all purposes within the scope of this MOU, the relationships of the Partners to CSBFV is that of independent contractor, and not that of employee or agent. No statement contained in this MOU shall be construed so as to define the Partners or its employees as an employee of CSBFV. As an independent contractor, the Partners shall not be entitled to any of the rights, privileges, or benefits of CSBFV employees.

XXIV. APPLICABLE LAW

Except as otherwise stated herein, the law of the State of Florida, without regard to any conflict of law's provisions, shall govern the validity of this MOU, its interpretation and performance, and any other claims related hereto.

XXV. ATTORNEY'S FEES

In the event of any legal action to enforce the terms of this MOU each party shall bear its own attorney's fees and costs.

XXVI. VENUE

Venue for any legal action brought by any party to this MOU to interpret, construe or enforce this MOU shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

XXVII. WAIVER OF JURY TRIAL

PARTIES KNOWINGLY AND EXPRESSLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, ANY MODIFICATIONS, ANY AMENDMENTS, OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

XXVIII. DRUG AND ALCOHOL-FREE WORKPLACE

All Parties to this Agreement certify that they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if any employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

XXIX. CERTIFICATION REGARDING LOBBYING

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 CFR Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

XXX. DEBARMENT AND SUSPENSION

All Parties shall comply with the debarment and suspension requirements (E.O.12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

XXXI. PRIORITY OF SERVICE

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited, priority of service for veterans and their eligible spouses, and priority of service for the WIOA Title I Adult program, as required by 38 U.S.C. sec 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

XXXII. COUNTERPARTS

This Agreement may be executed in counterparts, all of which shall together constitute one instrument.

XXXIII. LEGAL AUTHORITY

The Workforce Innovation and Opportunity Act (WIOA) sec. 121(c)(1) requires the Local Board, with the agreement of the Chief Elected Official (CEO), to develop and enter into a Memorandum of Understanding (MOU) between the Local Board and the One-Stop Partners, consistent with WIOA Sec. 121(c)(2), concerning the operation of the one-stop delivery system in a local area. This requirement is further described in the Workforce Innovation and Opportunity Act; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions: Final Rule at 20 CFR 678.500, 34 CFR 361.500, and 34 CFR 463.500, and in Federal guidance.

Additionally, the sharing and allocation of infrastructure costs among One-Stop Partners is governed by WIOA sec. 121(h), its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR part 200.

XXXIV. ATTACHMENTS

- Attachment A – One-Stop Operating Budget
- Attachment B – Partners On-Site Representation Schedule
- Attachment C - Partner Reconciliation Planning Form AND Signature Page

XXXV. SIGNATURES

IN WITNESS WHEREOF, the CEO and CSBFV have caused this Agreement to be duly executed as of the date set forth below.

APPROVED BY:

**Brevard Workforce Development Board, Inc. d/b/a
CareerSource Brevard Flagler Volusia**

*Marci Murphy, Executive Director
CareerSource Brevard Flagler Volusia*

Date

Chief Elected Official

*Rob Feltner
Brevard County Board of County Commissioner/
County Consortia Chair/ Chief Elected Official*

Date

**MEMORANDUM OF UNDERSTANDING AND INFRASTRUCTURE FUNDING AGREEMENT
ONE-STOP DELIVERY SYSTEM**

**Attachment A - One-Stop Delivery System Operating Budget
PY 24-25 Comprehensive Budget for CSBFV's One-Stop Delivery System
Effective: 07/01/2024**

Description	FY 2024-2025 Budget
Career Center Infrastructure Costs:	
Office Rent/Leases	962,793
Utilities	167,200
Repairs and Maintenance	106,800
Property Insurance	74,100
Institutional Supplies	53,009
Telephone	50,100
Furniture/Equipment	50,000
IT Network	324,300
Equipment Rental/Storage	112,582
Total Career Center Infrastructure Costs	\$1,900,884
ADDITIONAL SERVICES	
Shared Career Center Staffing	232,800
TOTAL ADDITIONAL SERVICES	\$232,800
TOTAL ONE-STOP OPERATING BUDGET	<u>\$2,133,684</u>
FTEs Supporting the One-Stop System	126
Cost per FTE = Total One-Stop Operating Budget/#FTEs	\$16,954.18
Direct Linkage = 0.1 x Cost per FTE	\$1,695.42

**MEMORANDUM OF UNDERSTANDING AND INFRASTRUCTURE FUNDING AGREEMENT
ONE-STOP DELIVERY SYSTEM**

Attachment B – Partners On-Site Representation Schedule PY24-25

Required Program Partner	Governance	Local Grantee	Total # of FTES	Weekly Staff Hours	% of Total FTEs	Partner Contribution
Adult, Dislocated, Youth Formula Grants	DOL	CSBFV	22.5	900	17.9%	\$381,470
Hope FL-WIOA & WP	DOL	CSBFV	2.25	90	1.8%	\$38,147
NCPEP	DOL	CSBFV	3.5	140	2.8%	\$59,340
Rapid Response & Apprenticeship Navigator	DOL	CSBFV	2.45	98	1.9%	\$41,538
FAWA/Space Coast	DOL	CSBFV	7.6	304	6.0%	\$128,852
Rural Initiatives	DOL	CSBFV	0.25	10	0.2%	\$4,239
Welfare Transition	HHS/TANF	CSBFV	29	1160	23.0%	\$491,671
Wagner Peyser	DOL	CSBFV	17.3	692	13.7%	\$293,307
DVOP (Veteran Program)	DOL	CSBFV	7.3	292	5.8%	\$123,766
LVER (Veteran Program)	DOL	CSBFV	7.3	292	5.8%	\$123,766
SNAP	DOL	CSBFV	2.5	100	2.0%	\$42,385
Hurricane Ian	DOL	CSBFV	3.25	130	2.6%	\$55,101
RESEA / UC	DOL	CSBFV	13	520	10.3%	\$220,404
MFEA	DOL	CSBFV	2	80	1.6%	\$33,908
Senior Community Employment Service Program	DOL	**AARP Foundation	0.675	27	0.5%	\$11,444
		**NCBA	0.15	6	0.1%	\$2,543
Job Corps	DOL	*Job Corps	0.3	12	0.2%	\$5,086
Community Services Block Grant	DEO	Brevard County Housing & Human Services	0.1	4	0.1%	\$1,695
		Volusia County Community Assistance	0.1	4	0.1%	\$1,695
Adult Education and Family Literacy	DOE	Brevard Adult & Community Education	0.625	25	0.5%	\$10,596
		Flagler Technical College	0.1	4	0.1%	\$1,695
		Daytona State College	0.025	1	0.0%	\$424
Vocational Rehabilitation	DOE	Brevard Vocational Rehabilitation	0.075	3	0.1%	\$1,272
		*Flagler/Volusia Vocational Rehabilitation	0.2	8	0.2%	\$3,391
Career and Technical Education**	DOE	Eastern Florida State College	0.1	4	0.1%	\$1,695
		Flagler Technical College	0.1	4	0.1%	\$1,695
		Daytona State College	0.1	4	0.1%	\$1,695
Division of Blind Services	DOE	*Florida Division of Blind Services	3	120	2.4%	\$50,863
TOTALS			126	5,034	100%	\$2,133,684

Infrastructure Contribution

Estimated Cost per FTE =
Estimated IFA Budget Total/Total FTEs
Estimated Cost per FTE = \$16,954.18

Estimated Partner Infrastructure Contribution

Estimated Cost per FTE x Partner Total #FTE's

Direct Linkage (DL) Infrastructure Contribution

Direct Linkage is defined as a minimum of 4 hours/week (0.1 FTE) of time per county for access through technology. Direct Linkage = \$1,695

*If a program's coverage area is through multiple counties, the FTE count per county will be calculated.

**If 2 partners of the same program overlap in one county, the Direct Linkage FTE will be split. (0.05FTE per program)

**MEMORANDUM OF UNDERSTANDING AND INFRASTRUCTURE FUNDING AGREEMENT
FOR ONE-STOP DELIVERY SYSTEM**

**Attachment C – Partner Reconciliation Planning Form and Signature Page
for PY Ending June 30, 2025**

Outlined in the **Cost Reconciliation** section, the agreement stipulates that an annual cost reconciliation is required, comparing budgeted costs with actual expenses. This process involves three key documents: Attachment A details the yearly budgeted operating costs, Attachment B outlines each partner's expected cost share, and the Reconciliation Planning Form and Signature Page indicates the contributions each partner has elected to make towards these costs, while also signing in agreement to the entirety of the MOU/IFA. The reconciliation process will review these figures annually, leading to the issuance of an invoice to each partner based on the actual costs and contributions.

A complete description of each type of contribution is outlined in the section **Funding Types and Sources** of the Agreement.

SOME PARTNER PROGRAMS MAY HAVE STATUTORY OR REGULATORY PROHIBITIONS AGAINST USING CERTAIN TYPES OF THESE CONTRIBUTIONS OR ON HOW THE PROGRAM MAY TREAT THESE CONTRIBUTIONS FOR FISCAL ACCOUNTABILITY PURPOSES UNDER THE RESPECTIVE PROGRAM'S REQUIREMENTS.

It is Partner's intent to fund their share of the costs through the following contributions:

Form of Contribution	Description of Contribution	Value
Cash		
Non-Cash		
Third Party In-Kind		
Other		
Total Contribution		\$

SIGNATURES

By signing below, the Partner agrees to the terms prescribed herein.

Enter Name of Partner Program and Partner Agency

*Authorized Signatory, Title
 Partner Program*

Date



August 26, 2024

Action Brief

Grantee/Sub-Grantee Agreement

Purpose

To formalize the relationship and responsibilities between Florida Commerce and the Board concerning the receipt, management, and utilization of federal workforce development funds under the Workforce Innovation and Opportunity Act (WIOA), as detailed in Exhibit (a) final draft. The agreement is effective from September 1, 2024, to June 30, 2027, and may be reviewed and renewed every three years or as determined by Florida Commerce.

Background:

Grantee-Subgrantee agreements focus on managing federal workforce development funds. Exhibit (a) final draft details responsibilities for fund management, compliance, audits, and career center operations. Key provisions include adhering to regulations, ensuring confidentiality, conducting background screenings, following procurement standards, maintaining ethics, and promoting transparency. The Board must provide services for individuals with disabilities and limited English proficiency, address customer complaints, and appoint specific roles to ensure compliance. Additionally, the Board will designate a one-stop operator and establish equitable infrastructure funding among partners. The agreement contains legal provisions, requires formal liaisons for communication, and mandates signatures from authorized representatives and the Chief Local Elected Official.

Additional Provisions

The agreement is governed by Florida laws, with any legal actions to be pursued in Leon County, Florida. This agreement is mandatory and non-negotiable.

Recommendation

Review and understand the requirements and obligations outlined in the final draft Exhibit (a) and agreed to abide by the terms.

Action

Motion to acknowledge and agree to the terms of the Exhibit (a) final draft by unanimous vote and allow the consortia chair authority to sign the final agreement. Any substantial modification(s) to the agreement made after this vote, will require the agreement to be brought to the Consortium for another review and vote.

AGREEMENT
BETWEEN CAREERSOURCE (insert)
AND THE
FLORIDA DEPARTMENT OF COMMERCE

This Agreement is entered into between the State of Florida, Department of Commerce (“FloridaCommerce”), and (insert), d/b/a (insert) (“Board” or “Subrecipient”). FloridaCommerce and the Board are sometimes referred to herein individually as a “Party” and collectively as “the Parties.”

WHEREAS, FloridaCommerce is Florida’s designated state agency for receipt of federal workforce development funds, and is required to carry out the duties and responsibilities assigned by the Governor under each federal grant assigned to FloridaCommerce; and

WHEREAS, pursuant to section 107(d)(12)(B)(i) of the Workforce Innovation and Opportunity Act (Pub. L. 113-128), the chief local elected official in a local workforce development area shall serve as the local grant recipient for, and shall be liable for any misuse of, the grant funds allocated to the local workforce development area under sections 128 and 133; and

WHEREAS, the chief local elected official may designate an entity to serve as a local grant subrecipient for such funds, although such designation shall not relieve the chief local elected official of the liability for any misuse of grant funds; and

WHEREAS, the Board has been designated by the chief local elected official as a “subrecipient” of funds (as that term is defined by federal law), and is a “recipient” of funds (as that term is defined by state law); and

WHEREAS, pursuant to section 121(h) of the Workforce Innovation and Opportunity Act (Pub. L. 113-128) and section 445.009(2)(c), Florida Statutes, FloridaCommerce and the Board intend for this Agreement to satisfy the requirements that the Board enter into a memorandum of understanding and infrastructure funding agreement with each mandatory or optional partner participating in the one-stop delivery system.

1. DEFINITIONS AND ACRONYMS.

- a. **“Board”** means the Local Workforce Development Board.
- b. **“CDBG-DR”** means Community Development Block Grant-Disaster Recovery.
- c. **“CFR”** means Code of Federal Regulations.
- d. **“CLEO”** means the Chief Local Elected Official.
- e. **“DCF”** means the Florida Department of Children and Families.
- f. **“FDLE”** means the Florida Department of Law Enforcement.
- g. **“JVSG”** means the Jobs for Veterans State Grant program.
- h. **“LWDA”** means Local Workforce Development Area.
- i. **“MOU”** means Memorandum of Understanding.
- j. **“NFA”** means Notice of Award/Notice of Fund Availability.
- k. **“RA”** means Reemployment Assistance.
- l. **“RESEA”** means the Reemployment Services and Eligibility Assessment program.
- m. **“SNAP E&T”** means the Supplemental Nutrition Assistance Program Employment & Training program.
- n. **“State Board”** means the State Workforce Development Board.
- o. **“TAA”** means Trade Adjustment Assistance.
- p. **“WIOA”** means the Workforce Innovation and Opportunity Act.
- q. **“WP”** means the Wagner-Peyser Act.
- r. **“WT”** means the Welfare Transition program.

2. TERM AND EXPIRATION. The Effective Date of this Agreement is September 1, 2024, and may continue through June 30, 2027 (the “Expiration Date”), unless otherwise terminated as set forth herein. In accordance with section 121(c)(2) of WIOA, this Agreement will be reviewed, and if substantial changes have occurred, renewed, at least once every three years to ensure appropriate funding and delivery of services. This Agreement may be renewed

55 or extended for a period of time to be determined by FloridaCommerce at its sole discretion, and without the Board's
56 approval, at any time prior to the Expiration Date. This Agreement terminates, supersedes, and replaces any prior
57 agreement in effect between FloridaCommerce and the Board regarding the subject matter set forth herein as of the
58 Effective Date. The period between the Effective Date and the Expiration Date or the termination date is the
59 "Agreement Period." Subrecipient is absolutely responsible for all work performed and all expenses incurred in
60 fulfilling the obligations of this Agreement. If the LWDA is redesignated in whole or in part, or the Board is
61 decertified, then FloridaCommerce may terminate this Agreement. If FloridaCommerce elects to terminate this
62 Agreement, then FloridaCommerce will notify the Board and the CLEO of such termination, when the termination
63 becomes effective, and any termination instructions.

64 3. FISCAL AND ADMINISTRATIVE CONTROLS.

65
66
67 FloridaCommerce will provide funds in consideration for the Subrecipient's successful performance under this
68 Agreement. The State of Florida's and FloridaCommerce's performance and obligation to pay under this Agreement
69 is contingent upon an annual appropriation by the Legislature of the State of Florida. FloridaCommerce shall have
70 final authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. The lack
71 of appropriation or availability of funds will not create FloridaCommerce's default under this Agreement. If there is
72 a state or federal funding shortfall, then the funding otherwise made available under this Agreement may be reduced.
73 The Subrecipient shall not expend funding provided under this Agreement or made available pursuant to any NFA
74 to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any
75 agency or instrumentality thereof (including FloridaCommerce) or to pay any costs incurred in connection with the
76 prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including
77 FloridaCommerce), which the Subrecipient instituted or in which the Subrecipient has joined as a claimant.

78
79 a. FloridaCommerce will make funding available to the Subrecipient by issuing NFAs through FloridaCommerce's
80 financial management information system, the Subrecipient Enterprise Resource Application (SERA). The
81 Subrecipient's receipt of funding made under an NFA may be conditioned upon the Subrecipient's successful
82 performance of certain requirements prior to the receipt of such funding. The Subrecipient must comply with all
83 terms, conditions, assurances, restrictions, or other instructions contained within the NFA as a condition
84 precedent to the Subrecipient's receipt of funding set forth in the NFA. Except as specifically set forth herein, if
85 a conflict exists between the terms of this Agreement and any NFA, the terms of the NFA shall control.

86 b. Accountability for Funds.

87 i. Reduction or Suspension of Funding. FloridaCommerce may partially, completely, temporarily, or
88 permanently reduce or suspend any funding provided under this Agreement or funding made available
89 pursuant to an NFA, if the Subrecipient fails to comply with all applicable state and federal laws, rules, and
90 regulations, or the terms of this Agreement or any NFA. FloridaCommerce will exercise its authority to
91 reduce or suspend funding in accordance with the applicable federal and state laws, rules, regulations, and
92 policies.

93 ii. Recoupment. Notwithstanding anything in this Agreement or any NFA to the contrary, FloridaCommerce
94 has an absolute right to recoup funds. FloridaCommerce may refuse to reimburse the Subrecipient for any
95 cost if FloridaCommerce determines that such cost was not incurred in compliance with the terms of this
96 Agreement. FloridaCommerce may demand a return of funds if FloridaCommerce terminates this
97 Agreement.

98 iii. Overpayments. If the Subrecipient's (a) noncompliance with this Agreement or any applicable federal, state,
99 or local law, rule, regulation, or ordinance, terms of any NFA, or (b) performance or nonperformance of any
100 term or condition of this Agreement results in:

- 101
102 (a) an unlawful use of funds;
103 (b) a use of funds that doesn't comply with the terms of this Agreement; or
104 (c) a use which constitutes a receipt of funds to which the Subrecipient is not entitled (each such event an
105 "Overpayment"), then the Subrecipient shall return such Overpayment of funds to FloridaCommerce.

110 iv. Discovery of Overpayments. The Subrecipient shall refund any Overpayment of funds to FloridaCommerce
111 within 30 calendar days of the Subrecipient's discovery of an Overpayment or receipt of notification from
112 FloridaCommerce that an Overpayment has occurred. FloridaCommerce is the final authority as to what may
113 constitute an Overpayment of funds. Refunds should be sent to FloridaCommerce's Agreement Manager
114 and made payable to the "Department of Commerce." Should repayment not be made in a timely manner,
115 FloridaCommerce may charge interest, pursuant to 2 CFR 200.410, at the lawful rate of interest on the
116 outstanding balance beginning 30 days after the date of notification or discovery.

- 117
- 118 c. By signature below, the Subrecipient certifies to FloridaCommerce that it has written administrative procedures,
119 processes, and fiscal controls in place for the operation of WIOA, WP, TAA, RESEA, JVSG, SNAP E&T, WT,
120 CDBG-DR and any other program for which the Subrecipient receives funds from FloridaCommerce. The
121 written administrative procedures, processes, and fiscal controls described in this paragraph must, at minimum,
122 comply with applicable state and federal law, rules, regulations, policies, guidance, and the terms of this
123 Agreement. Subrecipient must update written administrative procedures and policies as applicable at least every
124 four years. FloridaCommerce may at any time request copies of the Board's written procedures and policies for
125 review. As needed, FloridaCommerce shall provide guidance and technical assistance to the Subrecipient to ensure
126 compliance with this section. If the Subrecipient cannot certify that it has written administrative procedures,
127 processes, and fiscal controls in place for the operation of any program for which it may receive funds at a future
128 date, then as a condition precedent to the award of any funds, the Subrecipient shall establish and adopt such
129 written administrative procedures, processes, and fiscal controls, as necessary for the applicable program.
- 130
- 131 d. By signature below, the Subrecipient certifies that it has written administrative procedures, processes, and fiscal
132 controls in place for the payment of supportive services including, but not limited to prepaid gas or prepaid debit
133 cards. Controls must address issuance, storage, and reconciliation of prepaid gas or prepaid debit cards. The
134 Subrecipient must maintain documentation supporting the eligibility of the receipt of supportive services and that
135 the value of the supportive service is consistent with the documented need of the participant.
- 136
- 137 e. The Subrecipient shall manage, maintain, and properly dispose of program and financial records in accordance
138 with governing state and federal laws and regulations.
- 139
- 140 f. The Board will appoint at least one Regional Security Officer who is responsible for ensuring the Board's
141 compliance with all information system security matters and system access control for users of FloridaCommerce-
142 owned systems. The Regional Security Officer will comply with policies and requirements imposed by
143 FloridaCommerce.
- 144
- 145 g. The Subrecipient will designate a custodian for purchased property and equipment who will be responsible for
146 ensuring the Subrecipient's compliance with 2 CFR 200.310-200.316.
- 147
- 148 h. The Subrecipient is responsible for managing real property and leases for all space utilized in the one-stop delivery
149 system. The Subrecipient and/or its designated one-stop operator shall be responsible for all activities involved
150 in securing space for local career centers, ensuring payment to lessors, and cost allocating rent charges, and
151 otherwise managing leases.
- 152
- 153 i. The Subrecipient will comply with all federal and state laws, policies, guidance, plans, or other similar documents
154 produced, approved, or disseminated by FloridaCommerce, the State Board, or any other entity whose funds are
155 made available to the Subrecipient through FloridaCommerce. These documents will be made available on
156 FloridaCommerce's website or distributed to the Subrecipient through other means.
- 157
- 158 j. Funds provided to the Subrecipient by FloridaCommerce may not be used to pay consultants, as that term is
159 defined in 5 CFR 304.102, in excess of \$815 per day and must be documented as reasonable and necessary.
- 160

161 4. PERFORMANCE, REPORTING, MONITORING, AND AUDITING.

162

- 163 a. FloridaCommerce may request from Subrecipient any information related to the Parties' performance under this

164 Agreement. The Subrecipient shall provide any requested information in the form and manner requested by
165 FloridaCommerce, within the time frame established by FloridaCommerce, so that FloridaCommerce may review
166 the Board's performance and compliance and compile and submit information to the appropriate parties. The
167 Board shall provide timely electronic data to FloridaCommerce, via the electronic financial and programmatic
168 data systems established by FloridaCommerce in order to allow FloridaCommerce to provide accurate reports to
169 state and federal funding agencies, the Legislature, the State Board, and other interested parties, and to review the
170 Board's fiscal status and performance.
171

- 172 b. The Subrecipient will comply with the audit requirements set forth in Exhibit A on an annual basis and take
173 prompt corrective action with respect to any audit findings.
174
- 175 c. The Subrecipient shall allow access to representatives of FloridaCommerce (including the Office of Inspector
176 General and Office of Civil Rights), appropriate representatives from other state and federal funding agencies,
177 and any other entity authorized by law for the purposes of conducting monitoring, reviews, inspections,
178 investigations, proceedings, hearings, or audits (each a "Compliance Review") without imposing burdensome
179 administrative processes to for such access. The Subrecipient will fully cooperate with any Compliance Review
180 conducted pursuant to this section. Failure to fully cooperate will constitute a material breach of this Agreement
181 and may result in the termination or suspension of this Agreement and any funding provided by
182 FloridaCommerce. FloridaCommerce reserves the right to, in its sole discretion, decide what constitutes full
183 cooperation under this paragraph. FloridaCommerce may exercise its rights under this paragraph at any time and
184 as frequently as FloridaCommerce deems necessary. The Subrecipient will reimburse FloridaCommerce for all
185 reasonable costs incurred by FloridaCommerce for any activity conducted pursuant to this section that results in
186 the suspension or termination of this Agreement. The Subrecipient will not be responsible for costs incurred
187 from activities conducted under this section that do not result in the suspension or termination of this Agreement.
188 Nothing in paragraph (b) of this section, or Exhibit A, is intended to limit the terms of this paragraph (4.c).
189
- 190 d. Annually, the subrecipient shall submit the following information electronically to the Bureau of Financial
191 Monitoring and Accountability at FMA-RWB@commerce.fl.gov and upload to SharePoint by the deadlines
192 prescribed below:
193
- 194 i. Completed Salary Cap by April 1;
 - 195 ii. Annual detailed budget of revenues and expenditures by funding source no later than two weeks after the
196 chair of the Board approves the budget;
 - 197 iii. Completed Internal Control Questionnaire signed by the Board Chairperson and Executive Director by
198 September 30 or within 30 calendar days after the Internal Control Questionnaire is provided to the
199 Subrecipient by FloridaCommerce, whichever is later; and
 - 200 iv. A final indirect cost rate proposal and supporting documentation must be submitted to FloridaCommerce's
201 Bureau of Financial Monitoring and Accountability as soon after the Board's fiscal year end closes as practical,
202 but no later than six months after the end of the fiscal year, to the FMA-RWB email at [FMA-
203 RWB@commerce.fl.gov](mailto:FMA-RWB@commerce.fl.gov). Boards that negotiate their indirect cost rate with a federal agency must submit a
204 copy of the approved agreement as soon as it is available.
205
- 206 e. The State Board and FloridaCommerce have established special guidelines concerning audit quality as guidance
207 for the Board. The Board must procure audit services in accordance with federal law and the applicable state
208 policies that govern the expenditure of federal, state, and non-pass-through funds. The Board is also required to
209 communicate to its independent auditor the following procedures that must be performed:
210
- 211 i. It is essential that the auditor tests the Board's reconciliation of its financial records to SERA. The auditor
212 should include a note to the financial statements confirming whether such a reconciliation was performed by
213 the Board in a satisfactory manner.
214
 - 215 ii. It is essential that the auditor tests the Board's reconciliation of its year-end financial records to ensure the
216 following conditions exist:
 - 217 (a) Each federal award passed through FloridaCommerce must balance by the individual FloridaCommerce
218 NFA ID#. Each NFA is required to be a self-balancing set of accounts.

- (b) Net assets of each federal award must equal zero.
- (c) Federal awards must not have negative cash balances without a sufficient explanation.
- (d) All cost pools must be allocated to their final cost objectives.

If the conditions do not exist, the auditor should include an explanation in the audit report as to why they do not.

- iii. It is essential that the auditor tests the Board's application of its indirect cost rate agreement negotiated with its federal cognizant agency or FloridaCommerce and report areas of noncompliance.
 - iv. Auditors are required under federal audit guidelines to test compliance with federal cash management requirements and to report any material problems.
 - v. Auditors must prepare and submit a management letter specifying those findings and observations not included in the audit report. Providing only a verbal briefing is not acceptable. The Board must prepare a written statement of explanation or rebuttal, including corrective actions to be taken, addressing the deficiencies cited in the management letter. NOTE: If a management letter is not present, this should be stated in the schedule of findings and questioned costs.
 - vi. All funds overseen, managed, or administered by the Board must be included in the scope of the audit and within the audited financial statements. This includes funds that are provided to any auxiliary entity over which the Board exercises any controlling influence, such as a foundation or an association. For purposes of this Agreement, all foundations, associations, or other similar entities are considered to be affiliated organizations and, in some instances, may need to be classified as a component unit.
 - vii. For any affiliated organization, at a minimum the audit report should disclose the entity's mission or purpose; any and all controlling members; summarized financial data including total assets, liabilities, net assets, revenues, expenditures; sources of all revenues; the entity's relationship to the Board's activities; and a statement that the activities of the entity comply with Federal regulations and Florida Statutes, as applicable. The auditor may need to provide other disclosures and presentations (such as a consolidated financial statement) as appropriate after giving proper consideration of applicable accounting standards and other pronouncements regarding reporting of related entities.
 - viii. The auditor should state in the Report on Compliance and Internal Control over Compliance Applicable to Each Major Federal Awards Program that the audit was conducted in accordance with the special audit guidance provided by FloridaCommerce in this Agreement.
 - ix. The Board must limit the audit services to no more than five years and then must follow 2 CFR Part 200 and its own policies to competitively re-procure these services. The previous audit firm may be awarded the new contract for audit services through the competitive procurement process if the lead partner of the audit firm had not been engaged as the lead partner with the Board for any of the previous five years.
- f. FloridaCommerce will meet, in person or virtually, at least annually with the Board to review the Board's performance and compliance. The Board will strongly encourage the attendance of CLEOs at this meeting. FloridaCommerce will notify the Board and CLEO in writing of any findings, deficiencies, recommendations, or other areas of concern. The Board's failure to meet its negotiated level of performance or its failure to comply with state and federal laws, regulations, standards or the terms of agreements between the Board and FloridaCommerce may constitute grounds for corrective measures, sanctions and remedies, consistent with WIOA and any policies of FloridaCommerce or the State Board. FloridaCommerce may require corrective measures to be taken in accordance with applicable state policies. The Board's failure to comply with any reasonable and appropriate actions required by FloridaCommerce will constitute a material breach of this Agreement, may result in the suspension or termination of this Agreement, the reduction or withholding of funding provided under this Agreement, the modification of payment structures, or any other sanction or remedy available to FloridaCommerce by law and applicable state policy.

273
274 **5. THE BOARD'S ONE-STOP DELIVERY SYSTEM.** The Board shall operate at least one physical
275 comprehensive career center with access to partner programs, services, and activities in accordance with 20 CFR
276 678.300(c), 678.305, and applicable state policy. Comprehensive one-stop career centers must be open to the general
277 public for walk-in service a minimum of eight hours per day during regular business days, Monday through Friday. In
278 accordance with applicable state policy, LWDBs may establish additional service days and/or hours, or services by
279 appointment, at other times to accommodate the schedules of individuals who work during business hours. Centers
280 not open outside of regular business hours should have a plan for how services will be provided to individuals who
281 cannot visit a center during regular business hours.

282
283 The Board shall designate a one-stop operator in accordance with 20 CFR 678.605-678.625, Section 445.009, F.S.,
284 and applicable state policies, including the following one-stop delivery system requirements:

- 285
286 a. Each partner program in the Board's career centers will contribute to infrastructure costs at a rate negotiated and
287 agreed upon by the Parties, or pursuant to a policy established by the Governor. The following infrastructure
288 elements, set forth specifically in 20 CFR 678.755, must be incorporated into the period of time in which the
289 infrastructure funding agreement is effective. This may be a different time-period than the duration of the MOU.
290
291 b. Identification of an infrastructure and shared services budget that will be periodically reconciled against actual
292 costs incurred and adjusted accordingly to ensure that it reflects a cost allocation methodology that demonstrates
293 how infrastructure costs are charged to each partner in proportion to its use of the career center and relative
294 benefit received, and that complies with 2 CFR part 200 (or any corresponding similar regulation or ruling).
295
296 c. Identification of all career center partners, CLEO(s), and Board participating in the infrastructure funding
297 arrangement.
298
299 d. Steps the Board, CLEOs, and career center partners used to reach consensus or an assurance that the LWDA
300 followed the guidance for the state funding process.
301
302 e. Description of the process to be used among partners to resolve issues during the MOU duration period when
303 consensus cannot be reached.
304
305 f. Description of the periodic modification and review process to ensure equitable benefit among one-stop partners.
306
307 g. The Board shall incorporate infrastructure funding provisions in each MOU with its one-stop partners. Remedies
308 or dispute resolution for nonperformance must also be included.
309

310 The Board's one-stop delivery system and career centers must meet all applicable requirements as outlined in
311 applicable state policy.
312

313 **6. SERVICES DELIVERED BY FLORIDACOMMERCE STAFF WITHIN THE BOARD'S ONE-STOP**
314 **DELIVERY SYSTEM.**

- 315
316 a. Certain workforce development program services will be performed by FloridaCommerce staff assigned to work
317 under the functional supervision and direction of the Board. These services include WP services, TAA services,
318 JVSG program services, services to migrant and seasonal farmworkers, and other workforce services as agreed
319 upon by the Parties. The provision of these services will be consistent with applicable federal and state law, rules,
320 regulations, policies, and guidance, and State Board policies. The Board will refer any question or conflict
321 regarding management of FloridaCommerce staff to FloridaCommerce Human Resource Management for
322 resolution.
323
324 b. The Parties shall maintain a staffing structure chart describing the Board's administrative oversight; each career
325 center site location; all FloridaCommerce, Board, and/or service provider staff placed at each site location; and
326 the position classification and program assignment for each FloridaCommerce staff member working at the site
327 location. The Board must provide a copy of the staffing structure in a comprehensive organizational chart to

328 FMA-RWB@commerce.fl.gov and upload to SharePoint annually by July 1 or within 30 days upon changes to
329 the organizational structure. All necessary changes to the staffing structure chart will be made by the Parties in a
330 timely fashion.
331

- 332 c. The Board will ensure that vacant FloridaCommerce positions are filled timely. Positions that remain vacant for
333 greater than 180 days may be repurposed by FloridaCommerce for state use or reassigned to other LWDBs with
334 or without notice. Additionally, the Board must ensure JVSG-funded positions are filled with a qualified veteran
335 by submitting a completed hiring package to FloridaCommerce within 50 days of the position becoming vacant.
336 If the Board is unable to meet this timeline, the Board must provide notification to the State Veterans Program
337 Coordinator (SVPC) with written justification for any foreseen delay in filling the vacancy within 25 days of the
338 position becoming vacant. Notifications may be sent to the SVPC via email at VETS@commerce.fl.gov.
339
- 340 d. The Board will provide FloridaCommerce information and recommendations regarding the performance of
341 FloridaCommerce staff assigned to the Board pursuant to a procedure developed and implemented by the Parties.
342 The Board shall exercise due care with respect to its submission of information concerning the performance of
343 FloridaCommerce staff. FloridaCommerce will consider the information provided by the Board, but the ultimate
344 decision for any personnel action remains with FloridaCommerce.
345
- 346 e. FloridaCommerce staff assigned to the Board are subject to all statutes and rules applicable to State Personnel
347 System employees and all FloridaCommerce policies – including, but not limited to, FloridaCommerce’s travel,
348 leave, and time distribution policies. FloridaCommerce staff assigned to the Board will be required to obtain their
349 local manager’s approval prior to taking leave.
350
- 351 f. The Board shall consult with FloridaCommerce with regard to any issues that may affect, or be in conflict with,
352 the terms or conditions of the collective bargaining agreement for any FloridaCommerce staff holding positions
353 covered by a collective bargaining agreement. FloridaCommerce will provide guidance to the Board upon request
354 for the purpose of ensuring compliance with terms of any applicable collective bargaining agreement.
355
- 356 g. FloridaCommerce retains ultimate decision-making authority with respect to wages, salary, benefits, hiring, firing,
357 discipline, and promotion of FloridaCommerce staff.
358
- 359 h. The Board will appoint a local personnel liaison for the purpose of coordinating personnel related activities for
360 FloridaCommerce staff. The personnel liaison must be a FloridaCommerce staff member. The Board will provide
361 the name and contact information of the designated personnel liaison to the FloridaCommerce Human Resource
362 Office upon designation of this staff member and thereafter annually or upon changes in the designated staff
363 member.
364
- 365 i. The Board shall jointly plan with FloridaCommerce for the use of resources available to each partner to ensure a
366 coordinated and efficient approach to the delivery of customer services. The Board will provide the services
367 outlined in section 445.009, Florida Statutes. The Board will also provide basic and individualized career services
368 pursuant to section 134(c)(2) of WIOA, access to training services pursuant to section 134(c)(3)(D) of WIOA,
369 access to programs and activities carried out by the Board’s partners listed in 20 CFR 678.400 through 678.410,
370 including the Employment Service program authorized under WP, as amended by WIOA Title III, services to
371 employers as outlined in 20 CFR 680.140(b)(2), and workforce and labor market information. For clarification
372 purposes, “basic career services” are referred to as “core services” in section 445.009(6)(a)2.(c), Florida Statutes,
373 and “individualized career services” are referred to as “intensive services” in section 445.009(7), Florida Statutes.
374
- 375 j. The Board will develop methods for referring individuals between its one-stop operator(s) and its partners for
376 appropriate services and activities.
377

378 **7. OPEN GOVERNMENT AND CONFIDENTIALITY.**

- 380 a. The Board is subject to Chapters 119 and 286 of the Florida Statutes. The Board is responsible for responding
381 to public records requests and subpoenas. The Board is responsible for ensuring that its staff and agents have a
382 working knowledge of Chapter 119, Florida Statutes. The Board agrees to appoint a public records coordinator

383 for the purpose of ensuring that all public records matters are handled appropriately.
384

- 385 **b. IF THE BOARD HAS QUESTIONS REGARDING THE APPLICATION OF**
386 **CHAPTER 119, FLORIDA STATUTES, TO THE BOARD’S DUTY TO**
387 **PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT,**
388 **CONTACT FLORIDACOMMERCE’S CUSTODIAN OF PUBLIC RECORDS**
389 **by telephone at 850-245-7140, via e-mail at PRRequest@commerce.fl.gov, or by mail at**
390 **FloridaCommerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building,**
391 **Tallahassee, Florida 32399-4128.**
392
- 393 c. The Board will have access to varying types of confidential information as a result of its performance under this
394 Agreement. The Board will protect the confidentiality of any information to which it has access in accordance
395 with applicable law. The Board will obtain guidance from FloridaCommerce with respect to confidentiality
396 matters. FloridaCommerce will facilitate the Board’s requests for guidance from other state agencies.
397
- 398 d. Staff of the Board, its agents, contractors, subcontractors and any other entity performing services on behalf of
399 the Board granted access to workforce information systems, including systems containing confidential
400 information, must complete Exhibit B to this Agreement, “Individual Non-Disclosure and Confidentiality
401 Certification Form,” prior to accessing said workforce information systems. A copy of each completed form must
402 be retained by the Board and made available to FloridaCommerce upon request.
403
- 404 e. Board requests for FloridaCommerce data must come from Board executive staff to FloridaCommerce.
405 FloridaCommerce will not accept data requests from the Board’s contractors. FloridaCommerce will only grant
406 access to FloridaCommerce-owned systems to staff of the Board, its agents, contractors, subcontractors and
407 entities performing services on behalf of the Board.
408
- 409 f. FloridaCommerce may provide the Board access to RA information on an ongoing basis as a result of the Board’s
410 use of shared information systems and the provision of integrated services. Access to such information will
411 typically be at no cost (any cost imposed by FloridaCommerce will be reflected in a separate agreement between
412 the Parties). Certain RA information is made confidential by section 443.1715, Florida Statutes; and 20 CFR
413 603.9(b)(1) requires the Board to agree to the following terms as a condition of accessing this information.
414 FloridaCommerce will immediately suspend or cease providing the Board access to RA information if
415 FloridaCommerce determines the Board is not in compliance with section 443.1715, Florida Statutes, 20 CFR
416 603, and the conditions set forth below. FloridaCommerce may, in its sole discretion, provide access once
417 FloridaCommerce is satisfied that the Board has cured the deficiency. The Board shall:
418
- 419 i. use the information it receives only for purposes authorized by law and consistent with this Agreement;
 - 420 ii. store the information, whether physically or electronically, in such a manner that is secure from
421 unauthorized access;
 - 422 iii. ensure the information is only accessible by authorized individuals that have an actual need to access the
423 information for a legitimate and lawful purpose;
 - 424 iv. ensure that any entity to which the Board further discloses the information complies with these terms;
 - 425 v. not store the information on any portable storage media device (e.g., laptops, external hard drives, thumb
426 drives, iPads, tablets, or smartphones, etc.);
 - 427 vi. to the extent practicable, and considering the arrangement in place under this Agreement (shared
428 information systems), destroy the information after the purpose for which it is disclosed is accomplished
429 in accordance with 20 CFR 603.9(b)(1)(vi). However, the Board may not seek to delete information from
430 FloridaCommerce’s information systems;
 - 431 vii. the extent practicable, and considering the arrangement in place under this Agreement, maintain a
432 system sufficient to allow FloridaCommerce to conduct an audit of transactions concerning the
433 information;
 - 434 viii. ensure all individuals obtaining access to the information are aware of the penalties established by section
435 443.1715, Florida Statutes, and acknowledges that all individuals have been so instructed through the
436 execution of this Agreement; and

437 ix. allow FloridaCommerce or its representatives access to conduct onsite inspections to ensure the Board's
438 compliance with section 443.1715, Florida Statutes.
439

- 440 g. The Board will immediately notify FloridaCommerce of any breach of security, as defined by section 501.171,
441 Florida Statutes, occurring in any operation under its control. If the breach of security concerns data belonging
442 to FloridaCommerce, FloridaCommerce reserves the right to determine whether the provisions of section
443 501.171, Florida Statutes, apply. FloridaCommerce will determine if notifications are necessary and, if so, the
444 procedure for making, and the content included in, those notifications. The Board will provide the notifications
445 if deemed necessary by FloridaCommerce and will not provide said notifications without prior approval from
446 FloridaCommerce. FloridaCommerce will not unreasonably withhold approval to send notifications and will
447 make all decisions regarding said notifications as quickly as possible and consistent with the timelines in section
448 501.171, Florida Statutes. The Board is responsible for all fees and costs incurred due to a breach of security
449 occurring in an operation, program, or physical setting under the Board's control, including, but not limited to,
450 the cost of sending breach notifications.
451

452 **8. BACKGROUND SCREENINGS.**

453 a. Level 1 Screenings.

- 454 i. The Board will require and obtain a Level 1 background screening as a condition of employment or contract
455 award for all Board, career center staff, contractors, and subcontractors. Additionally, the Board will require
456 and obtain a Level 1 background screening for all individuals performing financial management activities.
457 The Level 1 background screening must be conducted prior to employment or, for contract awards, prior to
458 contractor's employees beginning work. The Level 1 background screening must be conducted at least every
459 five years of consecutive employment, and upon re-employment in all circumstances (including assignment
460 to a new or different contract for Board contractors). The Board will develop a policy for implementing
461 background screenings.
462 ii. The Level 1 background screenings are further explained in section 435.03, Florida Statutes. The Board will
463 contract with an FDLE-approved provider to perform the Level 1 background screenings. The Board is
464 responsible for all costs associated with obtaining the Level 1 background screening described in this section.
465 iii. The Board will maintain its background screening material in a locked file cabinet or other secure location
466 and store the material separately from any official employee personnel file. The Board will protect the
467 confidentiality of the screening materials as required by law or contract.
468 iv. The Board is responsible for maintaining a current list of all individuals for whom it has obtained a Level 1
469 background screening. The list must include, but need not be limited to, the name of the individual, the last
470 four digits of the individual's social security number, the date the screening was completed, the date the
471 results of the screening were reviewed, and the individual responsible for reviewing and approving the
472 employment or access granted to the individual that was the subject of the screening.
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476 **9. LOCAL PLAN AND ASSURANCES.**

- 477 a. The Board must submit and receive approval of local plans which outline the Board's delivery and administration
478 of all workforce services delivered within its LWDA. The plan must identify and describe the policies, procedures,
479 and local activities that are carried out in the LWDA consistent with the state plan and must contain all content
480 required by FloridaCommerce. Further, the plan must describe the Board's methods for ensuring the needs of
481 workers and youth, and individuals with barriers to employment, including individuals with disabilities, are
482 addressed in the provision of necessary and appropriate access to services, including access to technology and
483 materials, made available through the one-stop delivery system. The Board will continue to develop and update
484 its local plan in accordance with applicable provisions of law and as directed by FloridaCommerce or the State
485 Board.
486
487 b. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form
488 I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the
489 United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify
490 system can be found at: <https://www.e-verify.gov/>.
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- c. In accordance with 448.095, Florida Statutes., the State of Florida expressly requires the following:
 - i. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - ii. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.
 - d. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

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10. PROCUREMENT.

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- a. If the Board enters into a contract in the amount of \$1,000,000 or more, in accordance with the requirements of section 287.135, Florida Statutes, the Board will obtain a certification that the contractor is not listed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, engaged in business operations in Cuba or Syria, or meets the conditions for exemption as provided in section 287.135(4), Florida Statutes. These lists are created pursuant to sections 215.4725 and 215.473, Florida Statutes. The Board certifies that it is in compliance with this provision. Upon request, FloridaCommerce will provide a form the Board may utilize in connection with any procurement for the purpose of ensuring compliance with this paragraph. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition described in this paragraph, this paragraph will be null and void.
 - b. If the Board is affiliated with a local government entity, it will ensure compliance with section 287.133(2)(a), Florida Statutes. Any person or affiliate, as defined by that section of the Florida Statutes, placed on the convicted vendor list following a conviction for a public entity crime may not submit a response to any solicitation for the provision of goods or services to the Board. The Board will not accept any solicitation response from such an entity and will not award a contract in excess of \$35,000 for a period of 36 months from the date an entity is placed on the convicted vendor list. Upon request, FloridaCommerce will provide an attestation form the Board may utilize in connection with any procurement for the purposes of ensuring compliance with this paragraph. The Board must include a clause in all procurement solicitations and contracts that the respondent or contractor is not on the state's convicted vendor list.
 - c. The Board will not accept responses to procurement solicitations from, or award a contract to, any entity that appears on the discriminatory vendor list described in section 287.134, Florida Statutes. FloridaCommerce recommends the Board include a clause in all procurement solicitations and contracts that the respondent or contractor is not on the state's discriminatory vendor list.
 - d. FloridaCommerce encourages the Board to seek goods and services through the Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE), and from RESPECT of Florida (products and services produced by individuals with disabilities).
 - e. The Board will obtain prior written approval from FloridaCommerce prior to purchasing any information technology resource or conducting any activity that will, in any way, access FloridaCommerce data and FloridaCommerce-owned systems. To ensure statewide efficiency of funding, prior approval from FloridaCommerce must also be obtained prior to requesting any changes or enhancements to Employ Florida.
 - f. The Board shall comply with the procurement standards in 2 CFR 200.318 - 200.326 when procuring property and services under this Agreement. The Board shall impose its obligations under this Agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors. The

546 Board shall maintain oversight of all activities under this Agreement and shall ensure that for any procured
547 contract or agreement, its contractors perform according to the terms and conditions of the procured contracts
548 or agreements, and the terms and conditions of this Agreement.
549

- 550 g. Funds expended for events must be compliant with 2 CFR 200.421, and FloridaCommerce's Guidance on Use of
551 Funds for the Purchase of Outreach/Informational Items (FG-OGM-84). Documentation must be retained to
552 support the cost of the funds expended and must demonstrate that the costs are reasonable and necessary to
553 connect individuals to employment and training services.
554
- 555 h. The Board must use tools and services negotiated and acquired at the state level where the Board has an identified
556 need for the specific purpose the tools and services have been acquired to fulfill. As such, in accordance with the
557 applicable state policy, the Board is prohibited from using funds subgranted by FloridaCommerce for the
558 purchase of tools and services that are duplicative of state-procured resources without an approved waiver
559 request.
560

561 11. COMPENSATION AND TRAVEL.

562

- 563 a. Funds provided by FloridaCommerce may not be used to fund the salary, bonus, or incentive of any employee
564 in excess of Federal Executive Level II, regardless of the funding source.
565
- 566 b. No changes to compensation for executive staff of the Board are allowed without documented approval of the
567 Board of Directors and must be in alignment with local policies and procedures. The Board shall ensure that all
568 bonuses, pay raises, and benefits are reasonable and necessary for the successful performance of the award and
569 are a prudent use of federal funds.
570
- 571 c. The Board shall comply with section 445.007(10), Florida Statutes, and the following per diem and travel expense
572 provisions, consistent with section 112.061, Florida Statutes:
573
- 574 i. Board members may receive reimbursement for per diem and travel expenses pursuant to section 112.061,
575 Florida Statutes.
576
- 577 ii. Lodging expenses for an employee of the Board may not exceed the daily limit for that of employees of the
578 State of Florida, excluding taxes and fees, unless the Board is participating in a negotiated group rate discount
579 or the Board obtains and maintains documentation of at least three comparable alternatives demonstrating
580 that such lodging at the required rate is not available. However, an employee of the Board may expend his or
581 her own funds for any lodging expenses over the limit for employees of the State of Florida.
582
- 583 iii. The Board shall ensure that travel and expense reimbursements made to vendors and subrecipients are in
584 accordance with the Board's travel and expense policy. The Board's travel and expense policy must ensure
585 that vendor reimbursements are made at the lowest possible cost necessary to ensure a reasonable level of
586 service, comfort, and security.
587

588 12. BOARD GOVERNANCE, RESPONSIBILITIES, AND TRANSPARENCY.

589

- 590 a. The Board shall ensure that the local area designation complies with the requirements outlined in WIOA and
591 applicable state policy.
592
- 593 b. The following information must be posted on the Board's website in a manner easily accessed by the public:
594
- 595 i. **Local Plans** – Information about the local plan, or modification of the local plan, before submission.
596
- 597 ii. **LWDB members** – A list of current Board members and their affiliation (company or entity that the Board
598 member is employed by or owns), and their terms of service.
- 599 iii. **CLEO(s)** – Information regarding the designated CLEO for each unit of local government that comprises
600 the LWDA. In the event of a multi-county consortium, the current chairperson of the consortium must also
601 be identified.

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- iv. **Selection of One-Stop Operators** – Information about the activities of the Board to select a one-stop operator, including Request for Proposals, question and answers, and executed contracts.
 - v. **Notice of all Board meetings** – Notification of all Board meetings, including committee meetings, at least seven days before the meeting is to occur. Notice of special or emergency meetings must be posted at least 72 hours before the meeting is to occur. All meetings must be made available to the public remotely or virtually via resources such as Zoom, Microsoft Teams or other appropriate resource, and notices must include information on how the public can access the meetings.
 - vi. **Minutes of meetings of the Board** – Meeting minutes must be made available publicly on the Board’s website within 15 days of approval by the Board. The two most recent years of Board meeting minutes must be posted.
 - vii. **Board Bylaws** – The most current version of the Board’s bylaws must always be publicly available on the Board’s website. Changes to the bylaws must be posted within 15 days of approval.
 - viii. **Interlocal Agreement** – Changes to the interlocal agreement must be posted within 15 days of a new or amended agreement being executed by all parties.
 - ix. **Budget** – The Board must publish the Board’s budget on its website within 10 days after approval by FloridaCommerce. The budget must remain published on the website for the duration of the fiscal year for which it accounts for the expenditure of funds.
 - x. **Compensation disclosures** – The Total Compensation for Executive Leadership and Other Specific Employees (Exhibit E) form must be posted on the Board’s website upon it being submitted to FloridaCommerce within 30 days after the end of each Board’s fiscal year and remain posted for three years after it is first published. The disclosures must be accompanied by a written declaration provided by the chief financial officer or their designee that they have read the compensation disclosure documents and the facts stated in it are true.
 - xi. **Employee position and salary information** – Current employee positions and specific salary information for each position (including performance bonuses).
 - xii. **LWDB’s IRS Form 990** – Annually, the Board must publish its most recent IRS form 990 within 60 calendar days after it is filed with the IRS and the form must remain posted for three years after it is filed. Tax returns for the three most recent years must be posted.
 - xiii. **Statements of Financial Interest** – The Board’s website must inform the public that disclosures or statements of financial interest (consistent with requirements in section 112.3144, F.S. or section 112.3145, F.S., whichever is appropriate) for each Board member and executive director or designated person responsible for the operational and administrative functions of the Board, have been filed with the Commission on Ethics and provide information on how each disclosure or statement may be reviewed. The notice to the public must remain on the website throughout the term of office or employment of the filer and until one year after the term on the Board or employment ends.
 - xiv. **Single Audit** – Must be posted for the two most recent years.
 - xv. Awards of grants or contracts to eligible training providers of workforce investment activities including providers of youth workforce investment activities.
 - xvi. **Related Party Contracts** – All contracts between the Board and a member of the Board, relative of a Board member, an organization or individual represented on the Board, or an employee of the Board approved on or after July 1, 2021, must be published on the Board’s website within 10 days after approval by the Board or FloridaCommerce, whichever is later. Such contracts must remain on the website for at least one year after termination of the contract. Such contracts will be identified as related party contracts.
 - xvii. **Contracts in excess of \$35,000** – An executed copy of the plain language version of any contract that is estimated to exceed \$35,000 with a private entity, municipality, city, town, or vendor of services, supplies, or programs, including marketing, or for the purchase or lease or use of lands, facilities, or properties for the five most recent years.
 - xviii. All active agreements with another board that delegate partial or complete responsibility for any duties the Board is expected, required, or mandated to perform under this Agreement or WIOA, even if the cost is not expected to exceed \$35,000.

649 xix. **Hours of Operation** – Annually before July 1 of each state fiscal year, the Board shall adopt a schedule of
650 operations for the upcoming state fiscal year and post it on the Board’s website in a conspicuous location.

- 651
- 652 c. The Board shall comply with the requirements of 2 CFR 25 Universal Identifier and System for Award
653 Management (SAM). The Subrecipient must have an active registration in SAM in accordance with 2 CFR part
654 25, appendix A, and must have a Unique Entity Identifier assigned by Sam.gov. The Subrecipient must also
655 comply with provisions of the Federal Funding Accountability and Transparency Act, which includes
656 requirements on executive compensation and 2 CFR 170 Reporting Subaward and Executive Compensation
657 Information.
- 658
- 659 d. In compliance with sections 39.201 and 415.1034, Florida Statutes, if the Board, its agents, employees,
660 contractors, subcontractors or any other entity performing the services on behalf of the Board, knows or has
661 reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or
662 exploited, the Board agrees to immediately report such knowledge or suspicion to the Florida Abuse Hotline by
663 calling 1-800-96ABUSE, or via the web reporting option at <http://www.dcf.state.fl.us/abuse/report>, or via fax
664 at 1-800-914-0004.
- 665
- 666 e. Consistent with 2 CFR 200.113, the Board must, within one business day of discovery, disclose any violation of
667 federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.
668 Additionally, the Board shall disclose any other on-going civil or criminal litigation, investigation, arbitration, or
669 administrative proceeding upon execution of this Agreement. For purposes of this paragraph, “discovery” means
670 when the Board has knowledge of or should reasonably know that there has been a violation of federal criminal
671 law involving fraud, bribery, or gratuity violations potentially affecting the federal award.
- 672
- 673 f. For all funds provided by FloridaCommerce, when issuing statements, press releases, requests for proposals, bid
674 solicitations and other documents describing projects or programs funded in whole or in part with federal money,
675 the Subrecipient shall clearly state (i) the percentage of the total costs of the program or project which will be
676 financed with federal money; (ii) the dollar amount of federal funds for the project or program; and (iii) the
677 percentage and dollar amount of the total costs of the project or program that will be financed by non-
678 governmental sources. Consolidated Appropriations Act of 2018, Pub. L. No. 115-141, 132 Stat. 348, div. H,
679 Title V, Sec. 505 (Mar. 23, 2018).
- 680
- 681 g. In compliance with section 286.25, Florida Statutes, the Board will ensure any nongovernmental organization
682 which sponsors a program financed, in whole or in part, with funds provided under this Agreement will, in
683 publicizing, advertising, or describing the sponsorship of the program, state: “Sponsored by (entities name) and
684 the State of Florida, Department of Commerce.” If the sponsorship reference is in written form, the words “State
685 of Florida, Department of Commerce” will appear in the same font size as the name of the entity. As required by
686 20 CFR. 678.900, each one-stop delivery system must include the “American Job Center” identifier or “a proud
687 partner of the American Job Center network” on all primary electronic resources used by the one-stop delivery
688 system, and on any newly printed, purchased, or created materials and must include the “American Job Center”
689 identifier or “a proud partner of the American Job Center network” on all products, programs, activities, services,
690 electronic resources, facilities, and related property and new materials used in the one-stop delivery system.

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692 **13. ETHICS.**

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- 694 a. The Board shall adopt an employee Ethics Code modeled after the provisions of Chapter 112, Florida Statutes,
695 and shall name a Chief Ethics Officer. The Officer shall be responsible for the periodic training of Board staff
696 and for maintaining the Ethics Code and for, which addresses:
- 697
- 698 i. The acceptance of gifts;
- 699 ii. Self-dealing;
- 700 iii. A prohibition on unauthorized compensation;
- 701 iv. Conflicting employment or contractual relationships;
- 702 v. Appropriate disclosure and use of information; and

703 vi. Nepotism.

- 704
- 705 b. The Board will adopt and abide by a conflict of interest policy that ensures compliance with state and federal law
- 706 and applicable state policies. The Board will make reasonable modifications to the policy if requested by
- 707 FloridaCommerce. The Board must ensure that adequate firewalls are in place to prevent actual or perceived
- 708 conflicts of interest, poor internal controls, or the appearance of impropriety.
- 709
- 710 c. The Board must ensure that grievance procedures and Equal Opportunity representation, consistent with 20 CFR
- 711 683.285, are available and made known to staff, participants, and other interested parties in the local workforce
- 712 development system. The Board must also adopt a whistle blower policy that facilitates the reporting of violations
- 713 of policy or law without fear of retaliation.
- 714
- 715 d. The Board will comply with sections 11.062 and 216.347, Florida Statutes. The Board will not, in connection with
- 716 this or any other agreement with the state, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary
- 717 benefit on anyone as consideration for any state officer or employee's decision, opinion, recommendation, vote,
- 718 or other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone
- 719 any gratuity for the benefit of, or at the direction or request of, any state officer or employee. For purposes of
- 720 this paragraph, "gratuity" means any payment of more than a nominal monetary value in the form of cash, travel,
- 721 entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or
- 722 contracts of any kind. FloridaCommerce encourages the Board to contact the Florida Commission on Ethics for
- 723 any questions regarding its compliance with this paragraph.
- 724
- 725 e. Prohibition on Lobbying. The Subrecipient shall not, directly or indirectly, expend either state or federal funds
- 726 either (i) for the purpose of lobbying any branch, unit, or instrumentality of the state or federal governments, or
- 727 (ii) for any otherwise allowable purpose which could result in unauthorized lobbying.
- 728

729 **14. LOCAL BOARD COMPOSITION, BOARD MEMBER SELECTION AND TRAINING.**

730

- 731 a. The Board must ensure that the local workforce development board composition is compliant with all federal
- 732 and state laws, polices, procedures, and rules.
- 733
- 734 b. The Board, in consultation with the CLEO(s), must develop and implement clear processes and procedures for
- 735 recruiting, vetting, and nominating Board members and documenting their qualifications in alignment with the
- 736 requirements of WIOA, and compliant with all federal and state laws, polices, procedures, and rules.
- 737
- 738 c. The Board shall prohibit any Board staff from serving as members of a committee or subcommittee of the Board.
- 739
- 740 d. The Board shall ensure Board members complete mandatory Board member orientation and annual training.
- 741 The Board shall also strongly encourage CLEOs to attend new Board member orientation and annual training,
- 742 and Board meetings. The Board shall retain and provide to FloridaCommerce upon request the dates of training
- 743 and sign-in sheets (or other evidence of attendance) of training participants. Failure of Board members to
- 744 complete mandatory orientation and annual training may result in removal from the Board along with all other
- 745 remedies available to FloridaCommerce.
- 746

747 **15. RELATED PARTIES.** The purpose of this section is to help FloridaCommerce ensure transparency and

748 accountability, to prevent impropriety or the appearance of impropriety in public business, and to limit the possibility

749 of the improper expenditure of state or federal funds.

750

- 751 a. Related Parties. For purposes of this Agreement, "Related Party" includes any: Board member; Board employee
- 752 or staff; relative of any Board member or employee or staff; any organization represented by or employing a
- 753 Board member or employee or staff; any organization, the board of directors of which a Board member or
- 754 employee or staff holds a board position; or any vendor with which a Board member has a relationship.
- 755
- 756 b. Related Party Contract. For purposes of this Agreement, "Related Party Contract" means any relationship,
- 757 transaction, or expenditure, contractual in nature, which results in or could result in an expenditure of state or

758 federal funds by the Board with a Related Party. The term “Related Party Contract” does not include retail
759 purchases made in the ordinary course of business or payments for utility services.

- 760
- 761 c. Related Parties Compliance. The Board shall comply with section 445.007(11), Florida Statutes. The Board and
762 its employees must annually disclose to FloridaCommerce’s financial monitors any conflicts of interest that may
763 arise during the upcoming year or that did arise in the current year and was not previously disclosed.
- 764
- 765 i. Prior to entering into any Related Party Contract with any Related Party, the proposed Related Party Contract
766 must be brought before the Board for consideration and approval. The Board shall ensure that the Board
767 member with the conflict abstains from any vote regarding the Related Party Contract.
- 768 ii. If the disclosure was not made prior to the meeting because the conflict was unknown prior to the meeting,
769 the Board shall ensure that disclosure is made at the next possible meeting after knowledge of the conflict
770 becomes available.
- 771
- 772 d. Completion of Forms. For each Related Party Contract, the Board must ensure that the forms attached hereto as
773 Exhibits C and D are completed, dated, executed, and certified prior to execution of the contract or incurring of
774 expenditures for the current fiscal year. For conflicts unknown at the time of entering into the Related Party
775 Contract, the Board shall ensure that completed forms of Exhibits C and D are filed within 15 days after the
776 disclosure with the person responsible for recording the minutes of the meeting. The disclosure shall be
777 incorporated into the minutes of the meeting at which the oral disclosure was made.
- 778
- 779 e. Required Documents for all Related Party Contracts. The following documentation is required to be submitted
780 for each Related Party Contract:
- 781
- 782 i. A certified Board membership roster listing all members on the Board at the time of the vote on the approval
783 of the contract, with a vote tally indicating attendance or absence at the meeting(s), including subcommittee
784 meetings, and for those in attendance, the affirmative and negative votes and abstentions for each member.
- 785 ii. Consistent with the procedures outlined in section 112.3143, Florida Statutes, the dated and executed conflict
786 of interest form that was submitted at or before the Board meeting(s) in which a vote related to the contract
787 took place, for Board member/employee who has any relationship with the contracting vendor.
- 788 iii. A draft copy of the Related Party Contract and amendments, as applicable.
- 789 iv. Documentation supporting the method of procurement of the Related Party Contract, for contracts that
790 require competitive selection/procurement process.
- 791 v. A copy of the Board meeting and committee meeting minutes that document the discussion and approval of
792 the Related Party Contract (including the name of the contractor and the value of the contract). The minutes
793 must clearly reflect the verbal disclosure of the conflict during the meeting.
- 794
- 795 f. Related Party Contracts \$10,000 or Greater. Prior to execution of any contract equal to or greater than \$10,000,
796 the Board must approve and electronically submit the documentation set forth below, along with completed
797 copies of the forms attached hereto as Exhibits C and D, to WorkforceContract.Review@commerce.fl.gov.
798 FloridaCommerce may disapprove, in its sole discretion, any contract for the Board’s failure to submit any
799 required document or form as required by this section.
- 800
- 801 g. Related Party Contracts Less Than \$10,000. Within 30 days after execution of any contract less than \$10,000, the
802 Board must approve and electronically submit the documentation set forth above. For those in attendance, the
803 affirmative and negative votes and abstentions for each member, along with completed copies of the forms
804 attached hereto as Exhibits C and D, to WorkforceContract.Review@commerce.fl.gov.
- 805

806 16. ADDITIONAL PROVISIONS.

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- 808 a. This Agreement will be construed, performed, and enforced in all respects in accordance with the laws, rules, and
809 regulations of the State of Florida. Each Party will perform its obligations herein in accordance with the terms
810 and conditions of the Agreement. The exclusive venue of any legal or equitable action that arises out of or relates
811 to this Agreement will be either the Division of Administrative Hearings or the appropriate state court in Leon
812 County, Florida. In any such action, the Parties waive any right to jury trial.

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- b. Should any term of this Agreement conflict with any applicable law, rule, or regulation, the law, rule, or regulation will control over the provisions of this Agreement.
 - c. The Board is fully liable for its actions, and the actions of the Board's officers, agents, contractors and employees. The Board will indemnify, defend, and hold harmless the state, the State Board, and FloridaCommerce, and their respective officers, agents, and employees from any suit, action, damage, judgment, and costs of every name and description, including attorney's fees, arising from or relating to any action of the Board.
 - d. The Board must notify FloridaCommerce within 24 hours of the termination or separation of an employee that has access to FloridaCommerce managed information systems to ensure the appropriate system access(es) is terminated. Information regarding the terminated or separated employee must be sent to: (Insert here FloridaCommerce contact information)
 - e. If any provision of this Agreement, whether in whole or in part, is held to be void or unenforceable by a Court of competent jurisdiction, that provision will be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions will remain in full force and effect.
 - f. This Agreement may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.
 - g. Any amendment or modification to the terms of this Agreement must be in written form signed by both Parties.
 - h. Annually before July 1 of each state fiscal year, the Board shall adopt a schedule of operations for the upcoming state fiscal year. Such schedule of operations shall include, but is not limited to, daily hours of operation of one-stop operators, and a holiday closure schedule which adopts either the federal, state, or appropriate county holiday schedule. If the Board has a career center that is affiliated with a college or university, the college or university schedule may be adopted for those centers. The proposed schedule must be approved by the Board and posted on the Board's website in a conspicuous, easily accessible manner. The Board must give prior approval to any deviations from the schedule, except in emergency or reasonably unforeseeable circumstances (e.g., an order of the President or Governor, total loss of facilities from a catastrophic natural or man-made disaster, etc.). If emergency circumstances exist which result or could foreseeably result in a temporary closure or shutdown, the Board shall ensure that FloridaCommerce is informed of such temporary closure/shutdown or potential temporary closure/shutdown as soon as reasonably possible to LWDB.InfoUpdate@commerce.fl.gov.
 - i. The Board shall submit annually the disclosure of the Total Compensation for Executive Leadership and Other Specified Employees (Exhibit E), detailing the total compensation for the Grantee's executive leadership team(s). Total compensation shall include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts and any other payout. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations. The annual disclosure is due within 30 days after the end of the Board's fiscal year. The schedule is due July 30 for Boards with a June 30 year end and by October 30 for Boards with a September 30 year end. Information must be completed in SERA and submitted electronically to FMA at FMA-RWB@commerce.fl.gov. The Board shall submit annually, IRS Form 990, Return of Organization Exempt from Income Tax, following submittal to the IRS electronically to FMA-RWB@commerce.fl.gov and post same to the Board's website within 60 days of said submission. The Board must inform FloridaCommerce of any changes in total executive compensation between annual reports within 60 calendar days of the change at FMA-RWB@commerce.fl.gov.

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17. SERVICES TO INDIVIDUALS WITH DISABILITIES. The Board shall designate at least one staff member for the LWDA to promote and develop employment opportunities for individuals with disabilities to ensure that job counseling and placement efforts are made for such individuals.

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18. SERVICES TO INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY. The Board shall establish a policy and procedure for providing free language services to customers who have a limited ability to read and/or speak the English language.

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869 **19. RESPONSE TO CUSTOMER SERVICE COMPLAINTS.** FloridaCommerce will forward any customer
870 concerns or complaints about the Board received directly or forwarded from the Governor’s or legislative offices, to
871 the Board staff for review. Board staff will investigate the complaint in a timely manner, take appropriate action, and
872 report the action in writing to FloridaCommerce so that the complaint can be closed.
873

874 **20. LIAISONS.**

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- 876 a. The Parties acknowledge they have a close working relationship and that neither Party desires an overly
877 bureaucratic or formal communication structure. To that effect, the Parties may communicate with each other
878 through any appropriate liaison, as context may dictate.
879
 - 880 b. FloridaCommerce’s formal liaison for purposes of this Agreement is (Insert). (Insert) can be reached at [\(Insert](#)
881 [email](#)) or (Insert phone number). All communication for which the Parties’ course of dealing does reveal a more
882 appropriate liaison will be directed to (Insert), or other designee.
883
 - 884 c. The Board’s formal liaison for purposes of this Agreement is (Insert). (Insert) can be reached at (Insert email), or
885 (Insert phone number). All communication for which the Parties’ course of dealing does reveal a more appropriate
886 liaison will be directed to (Insert), or other designee.
887
 - 888 d. If different liaisons are designated by either Party after the execution of this Agreement, notice of the name,
889 telephone number, and email address of the new liaison shall be provided in writing to the other Party and said
890 notification shall be attached to this Agreement.
891

892 **21. REQUIRED LOCAL POSITIONS.** Appointed individuals may serve in more than one capacity or perform other
893 job duties and functions, as appropriate, to the extent that no conflict of interest arises or may arise. The Board shall
894 appoint:

- 895 a. A Regional Security Officer.
- 896 b. A custodian for purchased property and equipment.
- 897 c. A personnel liaison (must be a FloridaCommerce merit staff member).
- 898 d. A public records coordinator.
- 899 e. A staff member to promote and develop employment opportunities for individuals with disabilities.
- 900 f. An Equal Opportunity Officer, consistent with 29 CFR part 38.
- 901 g. An Ethics Officer

902 **22. CONSTRUCTION; INTERPRETATION.** The title of and the section and paragraph headings in this
903 Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms
904 or provisions of this Agreement. The term “this Agreement” means this Agreement together with all Exhibits hereto,
905 as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms
906 hereof. The use in this Agreement of the term “including” and other words of similar import mean “including, without
907 limitation” and where specific language is used to clarify by example a general statement contained herein, such
908 specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general
909 statement to which it relates. The word “or” is not exclusive and the words “herein,” “hereof,” “hereunder,” and
910 other words of similar import refer to this Agreement as a whole, including any Exhibits, and not to any particular
911 section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The use herein of terms
912 importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other
913 document means such agreement, instrument, or other document as amended, supplemented, and modified from
914 time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as
915 amended from time to time and includes any successor legislation thereto and any regulations promulgated
916 thereunder. All references to “\$” shall mean United States dollars. The recitals of this Agreement are incorporated
917 herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the
918 essence with respect to the performance of all obligations under this Agreement. The Parties have participated jointly
919 in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this
920
921

922 Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise
923 favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.
924

925 **23. PRESERVATION OF REMEDIES; SEVERABILITY; RIGHT TO SET-OFF.** No delay or omission to
926 exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this
927 Agreement will impair any such right, power, or remedy of either Party nor will such delay or omission be construed
928 as a waiver of any breach or default or any similar breach or default. If any term or provision of this Agreement is
929 found to be illegal, invalid, or unenforceable, such term or provision will be deemed stricken, and the remainder of
930 this Agreement will remain in full force and effect. FloridaCommerce and the State shall have all of its common law,
931 equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes
932 of set-off any moneys due to the Board under this Agreement up to any amounts due and owing to FloridaCommerce
933 with respect to this Agreement, any other contract with any state department or agency, including any contract for a
934 term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other
935 reason including, without limitation, tax delinquencies or monetary penalties relative thereto. The State shall exercise
936 its set-off rights in accordance with normal state practices including, in cases of set-off pursuant to an audit, the
937 finalization of such audit by the state or its representatives.
938

939 **24. ENTIRE AGREEMENT; AMENDMENT; WAIVER.** This Agreement embodies the entire agreement of the
940 Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than
941 those contained in this Agreement, and this Agreement supersedes all previous communications, representations, or
942 agreements, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing
943 and signed by an authorized officer of the Board and the authorized agent of FloridaCommerce. No waiver by any
944 Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so
945 waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default
946 not expressly identified by such written waiver, whether of a similar or different character, and whether occurring
947 before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising
948 from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any
949 right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other
950 right, remedy, power, or privilege.
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IN WITNESS WHEREOF, by signature below, the Parties acknowledge they have read this Agreement and the attachments hereto, understand each section and paragraph, agreed to abide by the terms of this Agreement, and intend that this Agreement become effective as described above.

DEPARTMENT OF COMMERCE

[LWDB Chairperson or person with authority to sign on behalf of LWDB (verify authority if not chairperson)]

By: _____
Signature
Printed Name: [insert name]
Title: [insert title]
Date: _____

By: _____
Signature
Printed Name: [insert name]
Title: [insert title]
Date: _____

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Acknowledged by the Chief Local Elected Official: I acknowledge that I have designated the Board as the local grant subrecipient pursuant to WIOA section 107(d)(12)(B)(i)(II), and that such designation shall not relieve me of the liability for any misuse of grant funds.

By: _____
Signature
Printed Name: [insert name]
Title: [insert title]
Date: _____

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EXHIBIT A
AUDIT REQUIREMENTS

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The administration of resources awarded by the Florida Department of Commerce (Department or FloridaCommerce) to the recipient may be subject to audits and/or monitoring by FloridaCommerce as described in the Agreement and as described further in this Exhibit. No provision of the Agreement is intended to limit the terms of this Exhibit, and no provision in this Exhibit is intended to limit the terms of the Agreement. The term “contract,” as used throughout this Exhibit, means the Agreement, and any individual subaward granted to the recipient through a Notice of Fund Availability (NFA).

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MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by FloridaCommerce staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by FloridaCommerce. In the event FloridaCommerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by FloridaCommerce staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

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AUDITS.

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PART I: FEDERALLY FUNDED. This part is applicable if the subrecipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.1.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. Attachment 1 to this form lists the federal resources awarded through FloridaCommerce by this agreement. In determining the federal awards expended in its fiscal year, the subrecipient shall consider all sources of federal awards, including federal resources received from FloridaCommerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the subrecipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Attachment 1 to this form lists the state financial assistance awarded through FloridaCommerce by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from FloridaCommerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies

057 with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as
058 defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit
059 and for-profit organizations), Rules of the Auditor General.

- 060 3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending
061 June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S.,
062 is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and
063 elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the
064 audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the
065 recipient's resources obtained from other than state entities).

066
067 **PART III: OTHER AUDIT REQUIREMENTS. AUDITOR WORK PAPERS ON INTERNAL CONTROLS**
068

069 The Board will obtain the internal control work papers from the auditor(s) performing its annual independent financial
070 statement audit. The Board will keep these work papers onsite as part of their financial records and will make these
071 records available for review by FloridaCommerce upon request. The Board further agrees that, upon request,
072 FloridaCommerce will also be provided other audit work papers as needed.
073

074 **PART IV: REPORT SUBMISSION.**
075

- 076 1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit
077 Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR
078 §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in
079 2 CFR §200.512.

080 The FAC's website provides a data entry system and required forms for submitting the single audit reporting
081 package. Updates to the location of the FAC and data entry system may be found at the OMB website.

- 082 2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of
083 the recipient directly to each of the following:

- 084 a. FloridaCommerce at each of the following addresses:

085 Electronic copies (preferred):

086 or

087 Paper (hard copy):

088 Audit@commerce.fl.gov

089 FloridaCommerce

090 MSC #75, Caldwell Building 107 East Madison
091 Street Tallahassee, FL 32399-4126

- 092 b. The Auditor General's Office at the following address: Auditor General

093 Local Government Audits/342 Claude Pepper Building, Room 401 111 West Madison Street
094 Tallahassee, Florida 32399-1450

095 The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic
096 copy of a financial reporting package.

- 097
098 3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf
099 of the recipient directly to:

100 Electronic copies (preferred):

101 or

102 Paper (hard copy):

103 Audit@commerce.fl.gov

104 FloridaCommerce

105 MSC #75, Caldwell Building 107 East Madison
106 Street Tallahassee, FL. 32399-4126

- 107 4. Any reports, management letters, or other information required to be submitted FloridaCommerce pursuant
108 to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and
109 Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of
110 the Auditor General, as applicable.
111

- 112 5. Recipients, when submitting financial reporting packages to FloridaCommerce for audits done in accordance
113 with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650
114 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the
115 reporting package was delivered to the recipient in correspondence accompanying the reporting package.
116

117 **PART V: RECORD RETENTION.** The recipient shall retain sufficient records demonstrating its compliance with
118 the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal
119 years after all reporting requirements are satisfied and final payments have been received, whichever period is longer,
120 and shall allow FloridaCommerce, or its designee, CFO, or Auditor General access to such records upon request. The
121 recipient shall ensure that audit working papers are made available to FloridaCommerce, or its designee, CFO, or
122 Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended
123 in writing by FloridaCommerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the
124 records has been started prior to the expiration of the controlling period as identified above, the records shall be
125 retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling
126 period as identified above, whichever is longer.
127

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**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:**

1. *The specific award information required to be set forth herein will be contained in one or more NFAs issued by FloridaCommerce pursuant to the terms of the Agreement, which are incorporated herein by reference.*

**COMPLIANCE REQUIREMENTS APPLICABLE TO FEDERAL RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

1. *All requirements of this Agreement*

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST
OF THE FOLLOWING:**

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

1. *The specific award information required to be set forth herein will be contained in one or more NFAs issued by FloridaCommerce pursuant to the terms of the Agreement, which are incorporated herein by reference.*

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT
TO THIS AGREEMENT ARE AS FOLLOWS:**

1. *All requirements of this Agreement.*

166 **EXHIBIT B**

167 **Individual Non-Disclosure and Confidentiality Certification Form**

169 I understand that I will be exposed to certain confidential information for the limited purpose of performing my job.
170 I understand that confidential records may include names (or other personally identifiable information), social security
171 numbers, wage information, reemployment assistance information, employment information, and public assistance
172 information. I understand that this information is confidential and may not be disclosed to others. Prior to receiving
173 access to such information, and any information systems containing such information, I acknowledge and agree to
174 abide by the following standards:
175

- 176 1. I will comply with all security requirements imposed as a condition of use for any system(s) to which I may
177 be granted access.
178
- 179 2. I will use access to the system(s) only for purposes authorized by law within the course and scope of my
180 employment to secure information to conduct program business.
181
- 182 3. I will not disclose my user identification, password, or other information needed to access the system(s) to
183 any party nor shall I give any other individual access to secured information contained within the system(s).
184
- 185 4. If I become aware that any unauthorized individual has or may have obtained access to my user identification,
186 password, or other information needed to access system(s) to which I have been granted access, I will immediately
187 notify the Board's Regional Security Officer.
188
- 189 5. I will store any physical documents containing confidential information in a place that is secure from access
190 by unauthorized persons.
191
- 192 6. I will store and process information maintained in electronic format, such as magnetic tapes, discs, or external
193 drives in such a way that unauthorized persons cannot obtain the information by any means.
194
- 195 7. I will undertake precautions to ensure that only authorized personnel are given access to disclosed information
196 stored in computer system(s).
197
- 198 8. I will not share with anyone any other information regarding access to the system(s) unless I am specifically
199 authorized to do so by the Florida Department of Commerce (FloridaCommerce).
200
- 201 9. I will not access or request access to any social security numbers, personal information, wage information,
202 employer information, reemployment assistance information, or employment data unless such access is necessary for
203 the performance of my legitimate business duties.
204
- 205 10. I will not disclose any individual data to any parties who are not authorized to receive such data except in the
206 form of reports containing only aggregate statistical information compiled in such a manner that it cannot be used to
207 identify the individual(s) or employers involved.
208
- 209 11. I will not access or divulge information about any personal associates, including relatives, friends, significant
210 others, co-workers, or anyone with whom I reside. I will not provide services to these individuals and will, instead,
211 refer such individuals to other qualified service providers.
212
- 213 12. I will retain the confidential data only for that period of time necessary to perform my public duties.
214 Thereafter, I will either arrange for the retention of such information consistent with federal or state record retention
215 requirements or destroy such data, and any copies made, after the purpose for which the information is disclosed is
216 served. I will do this in such a way so as to prevent the information from being reconstructed,
217

218 copied, or used by any means. However, I will not destroy or delete information from information system(s) when
219 such destruction or deletion is outside the scope of my authority.
220

221 13. I understand that it is misdemeanor of the second degree to disclose confidential reemployment assistance
222 information to unauthorized persons. I further understand that FloridaCommerce has process and procedures in place
223 to detect unauthorized access to such information. I understand that it is the practice of the FloridaCommerce to
224 prosecute violations of to the fullest extent of the law.
225

226 14. I certify and affirm that I have either (1) received training on the confidential nature of the data to which I
227 am being granted access to, the safeguards required for access privileges, and the penalties involved for any violations;
228 or (2) have received written standards and instructions in the handling of confidential data from my employer or
229 FloridaCommerce. I will comply with all confidentiality safeguards contained in such training, written standards, or
230 instructions, including but not limited to, the following: a) protecting the confidentiality of my user identification and
231 password; b) securing computer equipment, disks, and offices in which confidential data may be kept; and c) following
232 procedures for the timely destruction or deletion of confidential data.
233

234 15. I understand that if I violate any of the confidentiality provisions set forth in the written standards, training,
235 and/or instructions I have received, my user privileges may be immediately suspended or terminated. I also understand
236 that applicable state and/or federal law may provide that any individual who discloses confidential information in
237 violation of any provision of that section may be subject to criminal prosecution and if found guilty could be fined,
238 be subject to imprisonment and dismissal from employment. I have been instructed that if I should violate the
239 provisions of the law, I may receive one or more of these penalties.
240

241 Should I have any questions concerning the handling or disclosure of confidential information, I shall immediately
242 ask my supervisor, regional security officer, or One-Stop Operator for guidance and comply with their instructions.
243
244

245 Employee Signature: _____ Date: _____
246

247 Print Employee Name: _____
248

249 Address: _____
250 _____
251 _____
252 _____
253

254 Work Telephone: _____
255

256 E-Mail: _____

EXHIBIT C
CONTRACT INFORMATION FORM

This form is to disclose a conflict or potential conflict and to seek approval of a contract involving a conflict or potential conflict of interest of board members or employees. All requested information is required. Failure to provide complete information may result in disapproval of the contract.

I, _____, hereby certify the following information regarding a contract that was approved by a two-thirds (2/3) vote of a quorum of CareerSource _____ and will be executed and implemented immediately after receiving the State's approval in compliance with section 445.007(11), Florida Statutes.

Identification of all parties to the contract: _____

Contractor Name & Address: _____

Contractor Contact Phone Number: _____

Contract Number or Other Identifying Information, if any: _____

Contract Term: _____

Value of the Contract with no extensions or renewals exercised: _____

Value of the Contract with all extensions and renewals exercised: _____

Description of goods and/or services to be provided under the Contract: _____

Method of procurement for the contracted goods and/or services, if applicable:

Name of board member or employee whose conflict of interest required the board's approval of the contract by two-thirds (2/3) vote: _____

The nature of the conflicting interest in the contract: _____

The board member or employee with the conflict of interest _____ did _____ did not (check one) attend the meeting(s), including subcommittee meetings, at which the board discussed or voted to approve the contract.

If the board member or employee with the conflict of interest attended the meeting(s), including subcommittee meetings, at which the board discussed or voted on the contract, the board member or employee abstained from voting.

I further attest that the following is being provided with this form:

- a. A certified board membership roster listing all members on the board at the time of the vote on the approval of the contract with a vote tally indicating attendance or absence at the meeting(s), including subcommittee meetings, and for those in attendance, the affirmative and negative votes and abstentions for each member.
- b. Consistent with the procedures outlined in section 112.3143, Florida Statutes, the dated and executed conflict of interest form that was submitted at or before the board meeting(s) in which a vote related to the contract took place, for board member/employee who has any relationship with the contracting vendor.
- c. A draft copy of the related party contract and amendments, as applicable.
- d. Documentation supporting the method of procurement of the related party contract, for contracts that require competitive selection / procurement process.
- e. A copy of the board meeting and committee meeting minutes that document the discussion and approval of the related party contract (including the name of the contractor and the value of the contract). The minutes must clearly reflect the verbal disclosure of the conflict during the meeting.

I certify that the information above is true and correct.

Signature of Board Chairperson / Vice Chairperson*

Print Name

* Must be certified and attested to by the board's Chair or Vice Chair.

Date

**EXHIBIT D
DISCLOSURE AND CERTIFICATION
OF CONFLICT OF INTEREST IN A
CONTRACT**

I, _____, a board member / an employee of the board (circle one) hereby disclose that I, myself / my employer / my business / my organization/ OR "Other" (describe) _____

_____ (circle one or more) could benefit financially from the contract described below:

Local Workforce Development Board:

Contractor Name & Address: _____

Contractor Contact Phone Number: _____

Description or Nature of Contract: _____

Description of Financial Benefit*: _____

For purposes of the above contract the following disclosures

are made: The contractor's principals**/owners***: (check one)

_____ have no relative who is a member of the board or an employee of the board; OR

_____ have a relative who is a member of the board or an employee of the board, whose name is:

The contractor's principals**/owners*** _____ is _____ is not (check one) a member of the board. If applicable, the principal's/owner's name is: _____

Signature of Board Member/Employee _____

Print Name _____

Date _____

* "Benefit financially from a contract" means the special private financial gain to a member, a special private financial gain to any principal which retains the member, the special private financial gain of the parent organization or subsidiary of a corporate principal which retains the member or the special private financial gain to any member's relatives or business associate or to a board employee and such benefit is not remote or speculative.

** "Principal" means an owner or high-level management employee with decision-making authority.

*** "Owner" means a person having any ownership interest in the contractor.

NOTICE: CONFLICTS OF INTEREST REGARDING BOARD MEMBERS AND BOARD EMPLOYEES MUST BE DISCLOSED PRIOR TO THE BOARD'S DISCUSSION OR VOTING TO APPROVE THE CONTRACT. BOARD MEMBERS WHO BENEFIT FINANCIALLY OR BOARD MEMBERS OR EMPLOYEES OF THE BOARD WHO HAVE A RELATIONSHIP WITH THE CONTRACTING VENDOR MUST ABSTAIN FROM VOTING DURING THE PERIOD OF TIME THE VOTES ARE CAST, AND THE CONTRACT MUST BE APPROVED BY A TWO-THIRDS VOTE OF THE BOARD WHEN A QUORUM HAS BEEN ESTABLISHED. COMPLETION OF THIS FORM DOES NOT IN ANY WAY SUPERSEDE OR SUBSTITUTE FOR COMPLIANCE WITH CONFLICT OF INTEREST DISCLOSURE REQUIREMENTS OF SECTION 112.3143, FLORIDA STATUTES, OR SECTION 101(f), WIOA.

**EXHIBIT E
TOTAL COMPENSATION OF EXECUTIVE LEADERSHIP AND OTHER SPECIFIED
EMPLOYEES**

(Subsection 445.007(13), Florida Statutes, and Executive Order 20-44)

Entity Name:

Fiscal Year:

Employee Name						
Title						
Salary						
Bonuses						
Cashed-In or Funded Leave						
Cash Equivalents						
Cash Equivalents Description						
Severance Pay						
Retirement Benefits						
Employer-Paid Insurance Benefits						
Deferred Compensation						
Real Property Gifts						
Real Property Gifts Description						
Other Payouts						
Other Payouts Description						
Total Cash Compensation						
Present Value of Vested Benefits including, but not limited to, Retirement, Accrual Leave and Paid Time Off						
Percentage of Total Compensation from Federal or State Funds						

Under penalties of perjury, I declare that I have read the foregoing schedule of Total Compensation of Executive Leadership and Other Specified Employees and that the facts stated in it are true.

Signature

Printed Name

Title

Date

Definitions:

Executive Leadership: Chief executive officer/executive director of the board and those reporting directly to that position (except for an administrative assistant or clerical staff).

Cash Equivalents: Gift cards, vouchers, tickets, or other items of monetary value.

Other payouts: Cell phone allowances, tuition, gym memberships, car allowances, etc.

Employer-Paid Insurance Benefits: Amount of insurance paid by the employer for health, vision, life, dental, disability, etc. (does not include taxes such as FICA, reemployment, etc.)

Present Value of Vested Benefits including, but not limited to, Retirement, Accrual Leave and Paid Time Off: Current discounted value of any vested benefits, i.e., those the employee is entitled to, for which the Board has not yet been required to fund.



August 26, 2024

Action Brief

Selection of Finance Committee Member

Background

In the Tri-County Interlocal Agreement, Article VIII A., it states, "The finance committee shall include at least one staff member from Brevard County, Flagler County or Volusia County (or from one of the county's office of the clerk of the circuit court), and such staff member should have pertinent and material grant financial management expertise or experience."

Recommendation

Decide who will be assigned to CareerSource Brevard Flagler Volusia's Finance Committee.

Actions

Approve the recommended employee to sit on the quarterly CareerSource Brevard Flagler Volusia Finance Committee.



August 26, 2024

Informational Brief

Insurance Update

Background

At the Tri-County Consortium Meeting on July 1, 2024, the Consortium approved all CareerSource Brevard Flagler Volusia Insurance Policies with modifications to be made around general liability insurance for Consortium Members.

The term "Organization" under the General Terms and Conditions Section of the contract with Atlantic Specialty Insurance Company was amended to include the Consortium members under the Interlocal Agreement between Brevard, Flagler and Volusia Counties.



August 26, 2024

Information Brief

Budget Update for Program Year (PY) 2024-2025

Background

In July the CSBFV Tri-County Consortium approved a budget of \$15,914,340 for PY 2024-2025. The motion also granted the Executive Director the authority to add or increase budget items as additional funds become available throughout the program year.

Current Status

After completing our PY 2023-2024 closeout, we have \$1,141,806 in WIOA formula funding to carry forward into the PY 2024-2025 budget. That figure is 6% higher than the \$1,078,520 that was included in the original budget. We also have \$3,524,061 in other ongoing grant funding to carry in from PY 2023-2024, and that figure is almost the same as the original budget projection of \$3,520,867. Additionally, we received notification of increases in new PY 2024-2025 award amounts for other grants such as Non-Custodial Parent and NEG Hurricane Ian that are higher by \$1,953,977.

In summary, the budgeted funding for PY 2024-2025 will increase by 13% from \$15,914,340 to \$17,934,797 as we begin the new program year. We will monitor funding and spending closely throughout the year and inform the Board as budget adjustments are needed.



August 26, 2024

Informational Brief

County Reports

Background

At the July 1, 2024, Tri-County Consortium meeting, it was suggested that Marci Murphy, Executive Director, share performance reports by county.

Attached are the individual County reports for the year July 1, 2023 – June 30, 2024. It is recommended that these reports be shared and discussed at future Consortium meetings, utilizing these as a baseline for future discussions.



Brevard County

Services: PY 2023-2024

UNEMPLOYMENT DATA

	May 2024	June 2024
Brevard	3.0%	3.6%
Florida	3.3%	3.3%
US	4.1%	4.3%

AVERAGE ANNUAL WAGE

	2021	2022
Brevard	\$58,071	\$61,753
Florida	\$60,299	\$63,781

Job Seeker Services	Business Services
<ul style="list-style-type: none"> • Use of One-Stop Resource Room/Equipment • Provided Job Order Follow-up • Staff Assisted Job Search • Resume Preparation Assistance • Self Service Job Search • Follow-up Contact 	<ul style="list-style-type: none"> • Provided Job Order Follow-up • Auto Service-Job Order Created • Employers View Internal Resumes • Referred Qualified Applicants • Information Packet Provided • Job Order

TOTAL RECEIVING SERVICES	CENTER TRAFFIC
14,914	19,059
VETERANS SERVED	TRAINING PROVIDED
1,233	966
BUSINESSES SERVED	WELFARE TO WORK TRANSITION
1,671	869
POSITIONS POSTED	TOTAL PLACEMENTS
8,958	2,930
	Average Placement Wage for Region - \$15.33

Report Timeframe – 7/1/2023 through 06/30/2024

CareerSource Brevard Flagler Volusia brings together business and community partners, economic development leaders and educational providers to connect employers with qualified, skilled talent and candidates with employment and career development opportunities.



Flagler County

Services: PY 2023-2024

UNEMPLOYMENT DATA

	May 2024	2024
Flagler	3.6%	4.2%
Florida	3.3%	3.3%
US	4.1%	4.3%

AVERAGE ANNUAL WAGE

	2021	2022
Flagler	\$41,825	\$45,803
Florida	\$60,299	\$63,781

Job Seeker Services	Business Services
<ul style="list-style-type: none"> • Use of One-Stop Resource Room/Equipment • Provided Job Order Follow-up • Job Order • Provided Internet Job Search Support • Employer Contact • Self Service Job Search through Mobile App 	<ul style="list-style-type: none"> • Provided Job Order Follow-up • Employer Contact • Employers view Internal Resumes • Job Order • Auto Service- Job Order • On-Site visits

TOTAL RECEIVING SERVICES	CENTER TRAFFIC
1,995	2,786
VETERANS SERVED	TRAINING PROVIDED
150	190
BUSINESSES SERVED	WELFARE TO WORK TRANSITION
248	140
POSITIONS POSTED	TOTAL PLACEMENTS
677	71
	Average Placement Wage for Region - \$17.60

Report Timeframe: 7/1/2023 through 06/30/2024

CareerSource Brevard Flagler Volusia brings together business and community partners, economic development leaders and educational providers to connect employers with qualified, skilled talent and candidates with employment and career development opportunities.



Volusia County

Services: PY 2023-2024

UNEMPLOYMENT DATA

	May 2024	June 2024
Volusia	3.3%	3.9%
Florida	3.3%	3.3%
US	4.1%	4.3%

AVERAGE ANNUAL WAGE

	2021	2022
Volusia	\$47,243	\$49,911
Florida	\$60,299	\$63,781

Job Seeker Services	Business Services
<ul style="list-style-type: none"> • Use of One-Stop Resource Room/Equipment • Provided Job Order Follow-up • Job Order • Develop Service Strategies (IEP/ISS/EDP) • Provided Internet Job Search Support • Orientation, Staff Assisted 	<ul style="list-style-type: none"> • Provided Job Order Follow-up • Auto Service- Job Order • Job Order • Employers view Internal Resumes • On-Site visits • Employer Contact

TOTAL RECEIVING SERVICES	CENTER TRAFFIC
8,033	9,038
VETERANS SERVED	TRAINING PROVIDED
550	903
BUSINESSES SERVED	WELFARE TO WORK TRANSITION
578	849
POSITIONS POSTED	TOTAL PLACEMENTS
4,051	225
	Average Placement Wage for Region - \$17.60

Report Timeframe: 7/1/2023 through 06/30/2024

CareerSource Brevard Flagler Volusia brings together business and community partners, economic development leaders and educational providers to connect employers with qualified, skilled talent and candidates with employment and career development opportunities.